

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside, California 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: trustee.bui@shulmanbastian.com Chapter 7 Trustee <input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: DANIEL GEORGE CREHIN and CARLA MARIA CREHIN, <div style="text-align: right;">Debtor(s).</div>	CASE NO.: 6:21-bk-15160-MH CHAPTER: 7 <div style="text-align: center;"> NOTICE OF SALE OF ESTATE PROPERTY </div>

Sale Date: 5/18/2022	Time: 11:00 am
Location: Courtroom 301, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 5/4/2022

Description of property to be sold: Real property located at 10660 Quail Spring Road, Murrieta, CA 92562

Terms and conditions of sale: See attached Sale Motion.

Proposed sale price: \$1,000,000.00, subject to overbids

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): Initial overbid of \$1,010,000.00, minimum bid increments thereafter shall be \$5,000.00

Overbids must be in writing and received by the Trustee on or before 5:00 pm (California time) on 5/11/2022

Certified funds of 3% of the overbid purchase price must be delivered. (See attached for more information).

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

5/18/2022 at 11:00 am

United States Bankruptcy Court

Courtroom 301

3420 Twelfth Street

Riverside, CA 92501

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Lynda T. Bui, Chapter 7 Trustee

3550 Vine Street, Suite 210

Riverside, CA 92507

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: trustee.bui@shulmanbastian.com

Date: 04/21/2022

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside, California 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: trustee.bui@shulmanbastian.com <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: DANIEL GEORGE CREHIN and CARLA MARIA CREHIN,	CASE NO.: 6:21-bk-15160-MH CHAPTER: 7 NOTICE OF MOTION FOR: ORDER: (1) AUTHORIZING THE SHORT SALE OF REAL PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS PURSUANT TO BANKRUPTCY CODE §§ 363(b) AND 363(f), SUBJECT TO OVERBIDS, COMBINED WITH NOTICE OF BIDDING PROCEDURES AND REQUEST FOR APPROVAL OF THE BIDDING PROCEDURES UTILIZED; (2) APPROVING PAYMENT OF REAL ESTATE COMMISSION AND OTHER COSTS; AND (3) GRANTING RELATED RELIEF (Specify name of Motion) DATE: 05/18/2022 TIME: 11:00 am COURTROOM: 301 PLACE: U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501-3819
Debtor(s).	

1. TO (*specify name*): Debtors and their counsel, the United States Trustee, all creditors and other parties in interest
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 04/21/2022

Printed name of law firm

/s/ Lynda T. Bui
Signature

Lynda T. Bui, Chapter 7 Trustee
Printed name of attorney

1 Lynda T. Bui, Trustee
3550 Vine Street, Suite 210
2 Riverside, California 92507
Telephone: (949) 340-3400
3 Facsimile: (949) 340-3000
Email: trustee.bui@shulmanbastian.com
4

5 Chapter 7 Trustee
6
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
10

11 In re

12 **DANIEL GEORGE CREHIN and**
13 **CARLA MARIA CREHIN,**

14 Debtors.
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Case No. 6:21-bk-15160-MH

Chapter 7

**CHAPTER 7 TRUSTEE'S MOTION FOR
ORDER:**

(1) **AUTHORIZING THE SHORT SALE OF
REAL PROPERTY OF THE ESTATE
FREE AND CLEAR OF LIENS
PURSUANT TO BANKRUPTCY CODE
§§ 363(b) AND 363(f), SUBJECT TO
OVERBIDS, COMBINED WITH NOTICE
OF BIDDING PROCEDURES AND
REQUEST FOR APPROVAL OF THE
BIDDING PROCEDURES UTILIZED;**

(2) **APPROVING PAYMENT OF REAL
ESTATE COMMISSION AND OTHER
COSTS; AND**

(3) **GRANTING RELATED RELIEF**

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATION OF
LYNDA T. BUI IN SUPPORT THEREOF**

[Real property located at: 10660 Quail Spring
Road, Murrieta, CA 92562]

Hearing Date:

Date: May 18, 2022

Time: 11:00 a.m.

Place: Courtroom 301

United States Bankruptcy Court
3420 Twelfth Street
Riverside, CA 92501

TABLE OF CONTENTS

		<u>Page</u>
1		
2		
3	I. SUMMARY OF ARGUMENT	4
4	II. RELEVANT FACTS	5
5	A. The Bankruptcy Case.....	5
6	B. The Property and the State Court Action.....	5
7	C. Agreements With RTR and the Debtors	6
8	D. Employment of Real Estate Broker	7
9	E. The Offer	8
10	F. Compliance With Local Bankruptcy Rule 6004-1(c)(3).....	8
11	G. Approval of the Bidding Procedures	10
12	III. ARGUMENT	11
13	A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.	11
14	B. The Sale is Made in Good Faith	13
15	C. The Proposed Sale Should be Allowed Free and Clear of Liens.....	14
16	D. The Court has Authority to Waive the Fourteen-Day Stay of Sale.	16
17	IV. CONCLUSION	16
18	DECLARATION OF LYNDA T. BUI	18
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

TABLE OF AUTHORITIES

Page

CASES

<i>Clear Channel Outdoor, Inc. v. Knupfer (In re PW, LLC),</i> 391 B.R. 25, 41 (9th Cir B.A.P. 2008)	15
<i>In re Aerisa, Inc.,</i> 2:09-bk-18456-RJH (Bankr. D. Ariz).....	15
<i>In re Boston Generating, LLC,</i> 440 B.R. 302, 333 (Bankr. S.D.N.Y. 2010).....	15
<i>In re Jolan, Inc.,</i> 403 B.R. 866, 869-870 (Bankr. W.D. Wash., 2009).....	15
<i>In re Lionel Corp.,</i> 722 F.2d 1063, 1069 (2d Cir. 1983)	12
<i>In re Wilde Horse Enterprises, Inc.,</i> 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991)	12

STATUTES

11 U.S.C. § 363(b).....	12
11 U.S.C. § 363(f).....	14
11 U.S.C. § 363(f)(1)	14, 15
11 U.S.C. § 363(f)(2)	14
11 U.S.C. § 363(f)(5)	14, 15
11 U.S.C. § 363(m).....	13, 14, 17
11 U.S.C. §704	11, 12
Cal. Civ. Code §2924 <i>et seq.</i>	15

RULES

Federal Rule of Bankruptcy Procedure 6004(h)	16
Local Bankruptcy Rule 6004-1(c)(3).....	8

1 **TO THE HONORABLE MARK D. HOULE, UNITED STATE BANKRUPTCY JUDGE, THE**
2 **OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTORS AND ALL CREDITORS**
3 **AND OTHER INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:**

4 Lynda T. Bui ("Trustee"), the Chapter 7 trustee for the bankruptcy estate ("Estate")
5 of Daniel George Crehin and Carla Maria Crehin ("Debtors"), brings this *Chapter 7*
6 *Trustee's Motion for Order: (1) Authorizing the Short Sale of Real Property of the Estate*
7 *Free and Clear of Liens Pursuant to Bankruptcy Code §§ 363(b) and 363(f), Subject to*
8 *Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the*
9 *Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other*
10 *Costs; and (3) Granting Related Relief* ("Sale Motion").

11 **I. SUMMARY OF ARGUMENT**

12 Through this Sale Motion, the Trustee is seeking authority sell the Property¹ on an
13 as-is, where-is basis, without any warranties or representations, to the Buyer on the terms
14 and conditions of the purchase offer, the RTR Stipulation² and the Short Sale Stipulation.
15 Through the sale, the first lien will be fully satisfied and the RTR Claim (2nd lien) will be paid
16 80% from the Net Sale Proceeds pursuant to the terms of the RTR Stipulation. All costs
17 of sale including escrow fees, and a broker's commission of no more than six percent (6%)
18 (which includes the 1% "carve-out" to the Debtors) will be paid through escrow and it is
19 estimated that the Estate will receive twenty percent (20%) of the Net Sale Proceeds or
20 approximately \$114,000.00.

21 The Trustee believes that it is in the best interest of the Estate and its creditors to
22 short sell the Property as proposed in this Sale Motion. The alternative is to abandon the
23 Estate's interest in the Property and creditors will not receive anything from the Property

24
25
26 ¹ All capitalized terms not yet defined are defined below.

27 ² The hearing on approval of the RTR Stipulation is set for April 27, 2022. The Trustee anticipates that the
28 Court will approve the RTR Stipulation.

1 as RTR will likely proceed with its motion for relief from the automatic stay seeking to
2 foreclose on the Property.

3 **II. RELEVANT FACTS**

4 **A. The Bankruptcy Case**

5 To avoid a foreclosure of the Property, the Debtors filed a chapter 7 bankruptcy
6 petition on September 29, 2021. Lynda T. Bui is the duly appointed, qualified and acting
7 Chapter 7 trustee for the Estate.

8 The last date to file claims in the case was February 18, 2022. Government claims
9 are due by March 28, 2022. The Court's Claims Register indicates there have been twelve
10 claims filed totaling \$1,760,541.41 consisting of secured claims of \$1,057,119.26, priority
11 tax claims of \$23,291.48 and non-priority general unsecured claims of \$680,130.67.

12 **B. The Property and the State Court Action**

13 An "asset"³ of the Estate is the Debtors' interest in the Property. The Property is
14 legally described as stated in the Preliminary Title Report dated March 30, 2022, a true and
15 correct copy of which is attached to the Declaration of Lynda T. Bui (the "Bui Declaration")
16 as **Exhibit 1**. The outstanding liens against the Property are as shown on the Preliminary
17 Title Report.

18 In their original Schedule A/B (docket 1), the Debtors valued their interest in the
19 Property at \$850,000.00. On their Schedule D, the Debtors list a first mortgage lien in favor
20 of Bank of America, N.A. ("BofA") in the amount of \$360,000.00 and an equity line of credit
21 in favor of RTR in the amount of \$1,250,000.00. Attached as **Exhibit 2** to the Bui Declaration
22 are true and correct copies of the Debtors' Schedules A/B, C and D. The Debtors currently
23 occupy the Property and have advised the Trustee that they are not making any debt service
24 payments related to the Property. Based on the Debtors' Schedules and the Preliminary
25

26 _____
27 ³ It should be noted on its face, the Property has no equity. Through the Trustee's and her Broker's hard
28 work, and the cooperation of RTR, the Trustee has created as "asset" of a case that is otherwise a "no asset"
case.

1 Title Report, the Property is over-encumbered and there does not appear to be equity in the
2 Property for the benefit of the Estate.

3 Without the Trustee's knowledge or consent, the Debtors listed the Property for sale
4 with Sean Byerly of Clear Point Real Estate Services for \$800,000.00 after the Petition
5 Date. They received an offer for \$750,000.00.

6 One day prior to the Petition Date, on September 28, 2021, the Debtors filed a
7 complaint in the Riverside County Superior Court entitled *Crehin v. MTC Financial Inc. and*
8 *Real Time Resolutions, Inc.*, Case No. CVSW2108296 (the "State Court Action"). The
9 complaint seeks damages for an unspecified amount for violation of the Truth in Lending
10 Act, violation of the Federal and Rosenthal Fair Debt Collections Practices Act, unfair
11 business practices and violations of California Civil Code. The Debtors scheduled the
12 interest in a "Lawsuit" on Schedule A/B with a value of \$0.00, but did not list the State Court
13 Action in their Statement of Financial Affairs. The State Court Action is an asset of the
14 Estate.

15 On October 16, 2021, RTR filed a motion for relief from the automatic stay seeking
16 to foreclose on its second deed of trust encumbering the Property (the "RTR Lien"). A
17 hearing on said motion has been continued pursuant to agreement between the Trustee
18 and RTR and is currently scheduled for May 3, 2022 at 11:00 a.m.

19 As of February 23, 2022, the Debtors owed BofA the sum of \$335,773.76 on the
20 first priority deed of trust encumbering the Property (the "BofA Lien").

21 On February 18, 2022, RTR filed a secured Proof of Claim in the Bankruptcy Case
22 for \$1,030,732.22 (collectively with the RTR Lien, the "RTR Claim").

23 **C. Agreements With RTR and the Debtors**

24 In contemplation of this Sale Motion, the Trustee entered into two agreements: (1)
25 *Settlement Agreement and Mutual Release* between the Trustee and RTR (the "RTR
26 Stipulation"), and (2) *Stipulation Between the Chapter 7 Trustee and the Debtors*
27 *Regarding Cooperation in the Short Sale of Property of the Estate and Waiver of Exemption*
28 *in Any Proceeds Resulting Therefrom* (the "Short Sale Stipulation"). Attached as **Exhibit**

1 **3** to the Bui Declaration is a true and correct copy of the RTR Stipulation. Attached as
2 **Exhibit 4** to the Bui Declaration is a true and correct copy of the Short Sale Stipulation.

3 The RTR Stipulation provides a means for the Trustee to short sell the Property for
4 a minimum sales price of \$850,000.00. In addition, the RTR Stipulation provides for
5 payment in full of the BofA Lien, and, after all costs of sale, property taxes and all liens and
6 encumbrances senior to RTR have been fully satisfied ("Net Sales Proceeds"), RTR agrees
7 to accept eighty percent (80%) of the Net Sales Proceeds in full satisfaction of the RTR
8 Claim. RTR agrees to subordinate to the Estate twenty percent (20%) of the Net Proceeds
9 on account of the RTR Claim.

10 The Short Sale Stipulation provides for the Debtors' cooperation in the sale and the
11 maintenance of the Property during the marketing of the Property. The Debtors will receive
12 a carve-out of one percent (1%) of the real estate broker's six percent (6%) total
13 commission upon the closing of a sale. In addition, the Stipulation provides that the
14 Debtors agree that any payment to the Estate through the short sale of the Property shall
15 be used by the Estate for payment of administrative claims of the Estate and allowed
16 unsecured claims against the Estate.

17 As the Property is encumbered by liens that exceed its value and there is no equity,
18 the Debtors agree they will not be entitled to an exemption nor will they file amended
19 schedules to claim an exemption in the Property and/or the funds generated from the sale
20 of the Property and waive any right to any such exemption.

21 **D. Employment of Real Estate Broker**

22 On March 4, 2022, the Trustee filed an application to employ Pro Realty Group as
23 her real estate broker ("Broker") ("Employment Application") (docket 21) to assist her with
24 effectively listing and marketing the Property for a short sale. The listing agreement with
25 the Broker provides for a real estate commission to be paid upon the sale of the Property
26 in an amount not to exceed six percent (6%) of the sale price. The Employment Application
27 was approved pursuant to Court order entered on March 23, 2022 (docket 49).

28

The Trustee has requested a reduction of the commission in order to incentivize the Debtors to cooperate in the short sale of the Property and to ensure a more meaningful recovery for the Estate from the sale of the Property. Specifically, and pursuant to the Short Sale Stipulation, the real estate commission to be paid to the Broker and the Buyer's broker will be reduced to five percent (5%), to be split equally, and one percent (1%) of the sale price will be paid to the Debtors.

E. The Offer

Through the efforts of the Trustee and her broker, the Trustee received an offer from Joel Creef and Nicole Creef (collectively, "Buyer") to purchase the Property for \$1,000,000.00. Attached as **Exhibit 5** to the Bui Declaration is a true and correct copy of the purchase offer for the Property received from the Buyer (the "Agreement"). The Buyer has offered to purchase the Property for \$1,000,000.00.

Pursuant to Local Bankruptcy Rule 6004-1(g), once the short sale closes, the Trustee will file with the Court a *Report of Sale* which details the sale terms.

F. Compliance With Local Bankruptcy Rule 6004-1(c)(3)

The following chart provides information in compliance with LBR 6004-1(c)(3):

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: May 18, 2022 at 11:00 a.m. Hearing Place: U.S. Bankruptcy Court Courtroom 303 3420 Twelfth Street Riverside, CA 92501
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	Joel Creef and Nicole Creef (or their assignee) P.O. Box 233 San Juan Capistrano, CA 92693
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	Real property located at 10660 Quail Spring Road, Murrieta, California 92562

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>						
<p><i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:</p>	<p>The Buyer has offered \$1,000,000.00. Buyers are paying all cash and is purchasing the Property "AS IS" without warranties of any kind, expressed or implied, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. Under the transaction, payment of all expenses associated with the short sale, including (i) payment of a 5% real estate broker commission, (ii) payment of 1% of the sale price to the Debtors, which 1% represents a carve out of total 6% real estate commission such that the Estate would not be paying any more than the standard commission to a broker for sale of real estate property, (iii) a 20% net proceeds payment to the Estate to provide for meaningful distribution on allowed unsecured claims. Thus, the Property will not be sold unless the Estate receives funds to pay creditors.</p>						
<p><i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:</p>	<p>Liens impacting the Property are identified in the Preliminary Title Report attached as Exhibit 2. Pro-rata unpaid real property taxes will be paid. BofA will be paid in full, RTR will be paid as provided by the RTR Stipulation, and the respective liens will be released. To the extent there are disputed unresolved liens, such unresolved liens, if any, will attach to the proceeds of the sale in the same validity and priority as prior to the sale, pending agreement with the lienholder or further Court order.</p>						
<p><i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:</p>	<p>The sale is subject to overbids.</p>						
<p><i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:</p>	<p>All costs of sale, including escrow fees and real estate commissions will be paid at closing and are estimated to be approximately 8% of the sale price or \$80,000.00. The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. The Trustee estimates that after payment of the costs of sale, which includes the 1% carve-out to the Debtors, the Estate is expected to receive approximately \$114,000.00. The sale price and costs of sale are subject to Bankruptcy Court approval.</p>						
<p><i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:</p>	<p>The real estate broker commission shall not to exceed six percent (6%) of the purchase price and will be split as follows:</p> <table border="1"> <tr> <td>Broker Pro Realty Group</td><td>2.5% or \$25,000.00</td></tr> <tr> <td>Buyer's Broker Keller Williams Realty</td><td>2.5% or \$25,000.00</td></tr> <tr> <td>Carve-out to the Debtors</td><td>1% or \$10,000.00</td></tr> </table>	Broker Pro Realty Group	2.5% or \$25,000.00	Buyer's Broker Keller Williams Realty	2.5% or \$25,000.00	Carve-out to the Debtors	1% or \$10,000.00
Broker Pro Realty Group	2.5% or \$25,000.00						
Buyer's Broker Keller Williams Realty	2.5% or \$25,000.00						
Carve-out to the Debtors	1% or \$10,000.00						

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>
<i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Given that the Property had been the Debtors' residence, the Estate may be entitled to capital gains exclusions such that the Trustee does not expect to pay capital gains taxes on the sale.
<i>LBR 6004-1(c)(3)(J)</i> Deadline to file and serve objection:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by May 4, 2022).

G. Approval of the Bidding Procedures

The Trustee has determined that it would benefit the Estate to permit all interested parties to receive information and bid for the Property instead of selling the Property to the Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the creditors of this Estate, the Trustee is utilizing and also seeks Court approval of the following bidding procedures ("Bidding Procedures"):

1. Potential bidders must bid an initial amount of at least \$10,000.00 over the Purchase Price, (or **\$1,010,000.00**). Minimum bid increments thereafter shall be \$5,000.00. The Trustee shall have sole discretion in determining which overbid is the best for the Estate and will seek approval from the Court of the same.

2. Bids must be in writing and be received by the Trustee on or before **5:00 p.m. (California time) on May 11, 2022 (seven days prior to the hearing on the Sale Motion)**.

3. Bids must be accompanied by certified funds in an amount equal to three percent of the overbid purchase price.

4. The bidder must also provide evidence of having sufficient specifically committed funds to complete the transaction or a lending commitment for the bid amount and such other documentation relevant to the bidder's ability to qualify as the purchaser of Property and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

5. The bidder must seek to acquire the Property on terms and conditions not less favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set forth in the Agreement with the Buyer, including no contingencies and closing on the sale in the same time parameters as the Buyers and Buyer's Broker.

6. All competing bids must acknowledge that the Property is being sold on an "AS IS" basis without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. The competing bidder must represent and warrant that he/she is purchasing the Property as a result of their own investigations and are not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller. The competing bidder must acknowledge that he/she has inspected the Property, and upon closing of Escrow governed by the Agreement, the competing bid buyer forever waives, for

1 himself/herself, their heirs, successors and assigns, all claims against the Debtor, his
2 attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually,
3 and the law firm of which she is associated, Shulman Bastian Friedman & Bui LLP, her
agents and employees, arising or which might otherwise arise in the future concerning the
Property.

4 7. If overbids are received, the final bidding round shall be held at the hearing
on the Sale Motion, **May 18, 2022 at 11:00 a.m., California Time, at the U.S. Bankruptcy**
5 **Court, Courtroom 303, 3420 Twelfth Street, Riverside, California 92501**), or if
rescheduled, upon telephonic notice to the Buyers and the parties having submitted
6 overbids in order to allow all potential bidders the opportunity to overbid and purchase the
Property. At the final bidding round, the Trustee in the exercise of her business judgment
7 and subject to Court approval, accept the bidder who has made the highest and best offer
to purchase the Property, consistent with the Bidding Procedures ("Successful Bidder").

8 8. At the hearing on the Sale Motion, the Trustee will seek entry of an order,
inter alia, authorizing and approving the sale of the Property to the Successful Bidder. The
9 hearing on the Sale Motion may be adjourned or rescheduled without notice other than by
an announcement of the adjourned date at the hearing on the Sale Motion.

10 9. In the event the Successful Bidder fails to close on the sale of the Property
within the time parameters approved by the Court, the Trustee shall retain the Successful
11 Bidder's Deposit and will be released from the obligation to sell the Property to the
Successful Bidder and the Trustee may then sell the Property to the First Back-Up Bidder
12 approved by the Court.

13 10. In the event First Back-Up Bidder fails to close on the sale of the Property
within the time parameters approved by the Court, the Trustee shall retain the First Back-
14 Up Bidder's Deposit and will be released from his obligation to sell the Property to the First
Back-Up Bidder and the Trustee may then sell the Property to the Second Back-Up Bidder
15 approved by the Court.

16 The Bidding Procedures will be provided to all creditors and any potential bidders
17 or parties who have shown an interest in the Property. The Broker will update the Multiple
18 Listing Service to reflect the Bidding Procedures. Based on the foregoing, the Trustee
19 believes that under the circumstances of this case, the Property will have been
20 appropriately marketed for bidding.

21 **III. ARGUMENT**

22 **A. There is a Good Business Reason for the Sale and the Sale is in the Best** 23 **Interest of the Estate.**⁴

24 The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. §704, which
25 provides in relevant part as follows:

26
27 ⁴ Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and
28 authorities be filed in support of the Motion, the Trustee is nevertheless submitting one.

(a) The trustee shall—

(1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;

(2) be accountable for all property received;

11 U.S.C. §704(a). Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983).

Despite there being no equity in the Property because of the over-encumbrance, the proposed sale will generate unencumbered cash for the Estate in the amount of approximately \$114,000.00, calculated as follows:

Sale Price	\$1,000,000.00
Less, broker commission, carve-out to the Debtors and other estimated costs of sale (estimated at 8%)	(\$80,000.00)
Less, payoff to BofA (estimated)	(\$350,000.00)
Estimated Net Sale Proceeds	\$570,000.00
Less, 80% to RTR	(\$456,000.00)
Estimated Net Proceeds for the Estate	\$114,000.00

After payment of administrative claims, the estimated net sale proceeds is anticipated to provide an estimated distribution for general unsecured claims of approximately 5%, calculated as follows:

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		<u>Amount Paid</u>	<u>Distribution Percentage</u>
Estimated Sale Proceeds	\$114,000.00		
Less, Administrative Claims ⁵ (estimated)	<u>(\$56,250.00)</u>	<u>\$56,250.00</u>	100%
Funds available for creditors after payment of Administrative Claims	\$57,750.00		
Less, Priority Claims	<u>(\$23,000.00)</u>	<u>\$23,000.00</u>	100%
Funds available for General Unsecured Claims	<u>\$34,750.00</u>		
Total General Unsecured Claims	\$680,131.00	\$34,750.00	5%

The sale is based on good business reason and is in the best interest of the Estate. If the Sale Motion is not approved, the Estate will lose all potential benefit from the Property, as there is no available equity in the Property without the short sale and accompanying beneficial “carve-out” for the Estate as provided by the RTR Stipulation.

B. The Sale is Made in Good Faith

A purchaser of property is protected from the effects of reversal on appeal of the authorization to sell or lease as long as the Court finds the purchaser acted in good faith and the appellant fails to obtain a stay of the sale. See, Bankruptcy Code Section 363(m).

Here, the proposed Buyer was procured solely as a result of traditional marketing efforts. The Trustee, through her Broker, further submits that negotiations with the Buyer were made in an arms-length fashion. The Trustee has no relationship with the Buyer other than as buyer/seller and there was no self-dealing associated with this sale.

⁵ Estimated administrative claims are calculated as follows:

<u>Administrative Claims</u>	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
Trustee (estimated)	\$52,750.00	\$500.00	\$53,250.00
Accounting Fees (estimated)	\$3,000.00	\$0.00	\$3,000.00
Total	\$55,750.00	\$500.00	\$56,250.00

1 Accordingly, the Trustee requests that the Court make a finding that Buyer is a good-faith
2 purchaser of the Property, within the meaning of Section 363(m).

3 **C. The Proposed Sale Should be Allowed Free and Clear of Liens**

4 Bankruptcy Code Section 363(f) allows a trustee to sell property of the bankruptcy
5 estate “free and clear of any interest in such property of an entity,” if any one of the following
6 five conditions is met:

7 (1) applicable non-bankruptcy law permits a sale of such
8 property free and clear of such interest;

9 (2) such entity consents;

10 [...]

11 (5) such entity could be compelled, in a legal or equitable
12 proceeding, to accept money satisfaction of such interest.

13 11 U.S.C. § 363(f).

14 Section 363(f) is written in the disjunctive and thus only one of the enumerated
15 conditions needs to be satisfied for Court approval to be appropriate. BofA will receive
16 payment in full on account of the BofA Lien. Moreover, pursuant to the RTR Stipulation,
17 RTR is deemed to have consented to the sale as the Property is being sold for more than
18 \$850,000.00 and it has agreed to accept a discounted amount of eighty percent (80%) of
19 the Net Sale Proceeds in full satisfaction of the RTR Claim. Accordingly, the Trustee
20 submits that she will have satisfied § 363(f)(2).

21 With respect to any liens that are junior to BofA and RTR, if any (to the extent they
22 are not satisfied or released prior to closing), out of an abundance of caution, the Trustee
23 proposes to sell under § 363(f)(1) and/or 363(f)(5) as in California, judicial and non-judicial
24 foreclosures can be used to wipe out such junior liens. See Bankruptcy Code section
25 363(f)(1) (stating that a trustee may sell property of the estate free and clear of liens or
26 other interest when applicable non-bankruptcy law permits such a sale free and clear of
27 liens and interests). The BAP in *Clear Chanel* stated that an example of a section 363(f)(1)
28 sale is the Uniform Commercial Code section 9-320, which permits a sale free and clear of
a consensual security interest if the collateral is sold in the ordinary course of business of

1 the debtor. See *Clear Channel Outdoor, Inc. v. Knupfer (In re PW, LLC)*, 391 B.R. 25, 41
2 (9th Cir B.A.P. 2008), fn. 21; Cal. Civ. Code §2924 *et seq.* Similarly, Bankruptcy courts
3 have expressed that the availability of foreclosure sales outside of bankruptcy represent a
4 “legal or equitable proceeding”, thus allowing a bankruptcy trustee to sell the subject
5 property free and clear of liens under § 363(f)(5). See *e.g., In re Jolan, Inc.*, 403 B.R. 866,
6 869-870 (Bankr. W.D. Wash., 2009); *In re Boston Generating, LLC*, 440 B.R. 302, 333
7 (Bankr. S.D.N.Y. 2010); *In re Aerisa, Inc.*, 2:09-bk-18456-RJH (Bankr. D. Ariz).

8 In this case, if RTR elected to foreclose on its interest outside of bankruptcy, every
9 junior interest in the Property would be extinguished notwithstanding the fact that the
10 foreclosure sale price may or may not pay such extinguished interests in full, or at all. In
11 such a foreclosure proceeding, liens junior to BofA would be forced to accept the
12 distribution allowed by the resulting foreclosure sale price, in full satisfaction of its released
13 lien.⁶ This hypothetical foreclosure sale clearly meets each element of section 363(f)(5) to
14 authorize the sale of the Property free and clear of all interests, as it actively demonstrates
15 that a junior interest “could be compelled, in a legal or equitable proceeding [i.e. the
16 foreclosure sale], to accept money satisfaction [i.e. the distribution allowed pursuant to the
17 foreclosure sale price] of such interest.” 11 U.S.C. § 363(f)(5).

18 Accordingly, the Court has the authority to approve the sale of the Property free and
19 clear of the liens, if any, that are junior to BofA and RTR under Bankruptcy Code sections
20 363(f)(1) and/or 363(f)(5). Based on the Preliminary Title Report, there does not appear to
21 be any other lienholders. To the extent that there are any junior lienholders who may
22 surface before the close of escrow, the Trustee is requesting that the Court approve the
23 sale free and clear of such lienholder.

24 _____
25 ⁶ In the hypothetical foreclosure setting for a money satisfaction of the senior lienholder’s interest, the holder
26 of the junior lien may still have general unsecured claims against the Estate for the amount that is not paid.
27 However, in this case, the junior lienholder, RTR, has agreed that any deficiency claim possessed by RTR
28 pursuant to the RTR Claim shall not be included as an allowed general unsecured claim and RTR shall not
have the right to participate as a general unsecured creditor and will not receive a distribution from
administration of the Property or any other asset of the Estate, if any.

1 **D. The Court has Authority to Waive the Fourteen-Day Stay of Sale.**

2 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing
3 the use, sale or lease of property other than cash collateral is stayed until the expiration of
4 14 days after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P.
5 6004(h). The Trustee desires to close the sale of the Property as soon as practicable after
6 entry of an order approving the sale. Accordingly, the Trustee requests that the Court, in
7 the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the
8 fourteen day stay requirement.

9 **IV. CONCLUSION**

10 **WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that
11 good cause exists for granting the Sale Motion and requests that the Court enter an order
12 which provides as follows:

13 1. Authorizing the Trustee to short sell the Property on an as-is, where-is basis,
14 without any warranties or representations, to the Buyer for \$1,000,000.00, pursuant to the
15 terms and conditions of the Agreement and its addendums.

16 2. Authorizing the sale of the Property free and clear of any and all liens that
17 are junior to the liens of BofA and RTR, if any (to the extent they are not satisfied or
18 released prior to closing) pursuant to Bankruptcy Code §§ 363(f)(1) and 363(f)(5).

19 3. Approving the payment of the real estate commission in the total amount not
20 to exceed 6% of the purchase price, to be split as follows: (a) 2.5% or \$25,000.00 to Pro
21 Realty Group, (b) 2.5% or \$25,000.00 to Keller Williams Realty, and (c) \$10,000.00 to the
22 Debtors representing a carve-out of 1% of the real estate commission.

23 4. Authorizing the Trustee to pay the following from the proceeds of the sale of
24 the Property through escrow: (a) all customary and normal closing costs at close of escrow,
25 (b) all outstanding real property taxes at the time of closing on the sale of the Property; and
26 (c) the BofA Lien.

27 ///

28 ///

5. From the “net proceeds” generated from the short sale of the Property, authorizing the Trustee to pay RTR eighty-percent (80%) as provided for in the RTR Stipulation.

6. Authorizing the Trustee to sign any and all documents convenient and necessary to effectuate the sale.

7. Determining that the Buyer is in good faith pursuant to Bankruptcy Code Section 363(m).

8. Waiving the fourteen day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h).

9. For such other and further relief as the Court deems just and proper under the circumstances of this case.

Dated: April 21, 2022

/s/ Lynda T. Bui

Lynda T. Bui
Chapter 7 trustee for the bankruptcy estate of
Daniel George Crehin and Carla Maria Crehin

DECLARATION OF LYNDA T. BUI

I, Lynda T. Bui, declare:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate ("Estate") of Daniel George Crehin and Carla Maria Crehin ("Debtors"). I have personal knowledge of the facts set forth here, and if called and sworn as a witness, I could and would competently testify to the facts.

2. I make this Declaration in support of my *Motion for Order: (1) Authorizing the Short Sale of Real Property of the Estate Free and Clear of Liens Pursuant to Bankruptcy Code §§ 363(b) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief* ("Sale Motion"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. I have filed this Sale Motion to obtain an order approving the short sale of the Property on an "as-is, where-as" basis, to a buyer that results in the Estate receiving approximately \$114,000.00.

4. Attached here as **Exhibit 1** is a true and correct copy of the Preliminary Title Report for the Property dated March 30, 2022.

5. Attached here as **Exhibit 2** are true and correct copies of the Debtors' Schedules A/B, C and D.

6. On March 4, 2022, I filed an application to employ Pro Realty Group as my real estate broker ("Broker") ("Employment Application") (docket 21) to assist with effectively listing and marketing the Property for a short sale. The listing agreement with the Broker provides for a real estate commission to be paid upon the sale of the Property in an amount not to exceed six percent (6%) of the sale price. The Employment Application was approved pursuant to Court order entered on March 23, 2022 (docket 49).

7. In the meantime, I have entered into a certain *Settlement Agreement and Mutual Release* with RTR (the "RTR Stipulation") and a certain *Stipulation Between the*

1 *Chapter 7 Trustee and the Debtors Regarding Cooperation in the Short Sale of Property*
2 *of the Estate and Waiver of Exemption in Any Proceeds Resulting Therefrom* (the “Short
3 Sale Stipulation”). Attached here as **Exhibit 3** is a true and correct copy of the RTR
4 Stipulation. Attached here as **Exhibit 4** is a true and correct copy of the Short Sale
5 Stipulation.

6 8. I requested a reduction of the commission in order to ensure the success of
7 the short sale and provide a meaningful recovery for the Estate from the sale of the
8 Property. Specifically, and pursuant to the Short Sale Stipulation, the real estate
9 commission to be paid to the Broker and the Buyer’s broker will be reduced to five percent
10 (5%), to be split equally, and one percent (1%) of the sale price will be paid to the Debtors.
11 I thought it was important to incentivize the Debtors to assist in the sale give the timeline
12 and agreement with RTR.

13 9. Attached here as **Exhibit 5** is a true and correct copy of the offer for the
14 Property received from Joel Creef and Nicole Creef (or their assignee).

15 10. The sale of the Property will be free and clear of the RTR Lien, with such lien
16 to be paid upon the close of escrow *after* payment of all expenses associated with the short
17 sale, including (i) payment of 5% real estate brokerage commission to the Trustee’s realtor
18 and reimbursement of the realtor’s out-of-pocket expenses, (ii) payment of 1% of the sale
19 price to the Debtors, which 1% represents a carve out of the total 6% real estate
20 commission, and (iii) a 20% net proceeds payment to the Estate to provide for meaningful
21 distribution on allowed unsecured claims. From the net proceeds, RTR has agreed to
22 accept eighty percent (80%) in full satisfaction of the RTR Claim and to subordinate to the
23 Estate twenty percent (20%) of the net proceeds on account of the RTR Claim.

24 11. I believe this short sale, subject to overbids, is in the best interest of the
25 Estate as it will create “equity” where there was none. With the current filed claims and my
26 normal allocation of proceeds in a short sale to non-administrative creditors of 40%, I
27 expect to distribute a meaningful distribution to priority creditors (100%) and general
28 unsecured creditors (approximately 5%). Otherwise creditors will not receive anything.

1 12. For the reasons set forth in the Sale Motion and this Declaration, I respectfully
2 request that the Court grant the Sale Motion so that I do not lose this favorable business
3 opportunity to generate a substantial amount of funds for the Estate from an asset that
4 otherwise has no equity.

5 I declare under penalty of perjury under the laws of the United States of America
6 that the foregoing is true and correct.

7 Executed on April 21, 2022, at Irvine, California.

8
9 */s/ Lynda T. Bui*

10 _____
Lynda T. Bui

Exhibit 1

Preliminary Title Report



2801 Townsgate, Suite 111, Westlake Village, CA 91361
Direct: (805) 367-5628

TITLE SNAPSHOT GRADE

D

What does this grade mean?

A = No title curative issues

B = Issues to pay or clear

C = Liens to clear

D = Title curative issues

REO transactions only:

E = REO curative issues

R = IRS curative issues

Title is Vested in

- Dan Crehin and Carla Crehin, husband and wife as joint tenants, subject to bankruptcy proceedings filed by Daniel George Crehin and Carla Maria Crehin, Debtor, pending in the United States Bankruptcy Court for the Central District of California (Riverside), Case No. bk-15160-MH; filed on September 29, 2021.

Issues to Pay or Clear at Closing

Issue	Description
■ Possible HOA	There may be a possible HOA on the property.
■ Junior Secured Lien(s)	The record reflects one or more unreleased Security Instruments. Payoff or Subordination may be necessary.
■ Taxes Due	Property taxes are currently due and payable.

Liens to Clear/Potential Failure of Title

Issue	Description
■ Bankruptcy	The record reflects an open or recent Bankruptcy. Additional documentation may be required.
■ Active Senior Foreclosure	A senior lien is foreclosing on the property.

Prepared On

March 30, 2022

Order Number

CA0310-21022991-60

Loan Number

Property Address

10660 Quail Springs Road
Murrieta, CA 92562

Questions

For questions regarding this

Title Snapshot, please contact:

Mindy Beckham
(805) 367-5628
Wlvtitle@stewart.com

The Title Snapshot is intended for informational purposes only. It is not intended as a guaranty, affirmation, indemnification, or certification of any fact, insurance coverage or conclusion of law to any insured or party to a transaction. No liability for reliance thereon is inferred, implied or expressed.

EXHIBIT "1"



TITLE

2801 Townsgate, Suite 111, Westlake Village, CA 91361

Direct: (805) 367-5628

AMENDED PRELIMINARY REPORT (Revision Updated)

A & A Escrow Services, Inc.
415 N. Crescent Drive, Suite 320
Beverly Hills, CA 90210
Attn: Antonia Delgado

Our Order: CA0310-21022991-60
Escrow Ref: 105515 AA
Listing Agent Ref: 10660 Quail Springs
When Replying Please Contact:
Stewart Title of California
2801 Townsgate, Suite 111
Westlake Village, CA 91361
Attn: Mindy Beckham
(805) 367-5628

Today's Date: March 30, 2022

Property Address: 10660 Quail Springs Road, Murrieta, CA 92562

In response to the application for a Policy of Title Insurance, Stewart Title of California hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein and/or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies of Title Insurance are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the Policy or Policies of Title Insurance and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a Policy or Policies of Title Insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a Policy or Policies of Title Insurance, a Binder or Commitment should be requested.

Dated as of March 22, 2022, at 07:30 AM.

A handwritten signature in cursive script, appearing to read "Mindy Beckham".

Mindy Beckham
Title Officer
Wlvtitle@stewart.com

The form of policy of title insurance contemplated by this report is:

ALTA Loan Policy 2006 with ALTA Endorsement-Form 1 Coverage, ALTA Homeowner's Policy (12/02/13), or equivalent,
Underwritten by: Stewart Title Guaranty Company

IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE, RACE COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A "RESTRICTIVE COVENANT MODIFICATION" FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER'S OFFICE. THE "RESTRICTIVE COVENANT MODIFICATION" FORM CAN BE OBTAINED FROM THE COUNTY RECORDER'S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee as to Parcel(s) 1. An easement more described below as to Parcel(s) 2.

Title to said estate or interest at the date hereof is vested in:

Dan Crehin and Carla Crehin, husband and wife as joint tenants, subject to bankruptcy proceedings filed by Daniel George Crehin and Carla Maria Crehin, Debtor, pending in the United States Bankruptcy Court for the Central District of California (Riverside), Case No. bk-15160-MH; filed on September 29, 2021.

The land hereinafter referred to is situated in the Area of Murrieta, County of Riverside, State of California, and is described as follows:

Parcel 1:

Parcel 59, County of Riverside, State of California, as shown on a Record of Survey on file in **Book 37 Pages 3 and 4 of Record of Surveys** of Riverside County, California.

Parcel 2:

An easement for road purposes over those portions of remaining parcels under said record of survey, delineated as street or road easements on the Map of said Record of Survey.

APN: 901-070-009

SCHEDULE B

At the date hereof, Exceptions to coverage, in addition to the printed Exception and Exclusions contained in said policy form would be as follows:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 22022-2023.
2. General and special city and/or county taxes, including any personal property taxes, and any assessments collected with taxes, for the fiscal year 2021 - 2022:
1st Installment: \$5,171.03;
Status: Paid
2nd Installment: \$5,171.03;
Status: Open
Penalty \$555.16
Parcel No.: 901-070-009
Code Area/Tracer No.: 082-002
3. Taxes and/or assessments affecting the Land, if any, for community facility districts, including Mello Roos, which may exist by virtue of assessment maps or filed notices. These taxes and/or assessments are typically collected with the county taxes; however, sometimes they're removed and assessed and collected separately.
4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
5. Water rights, claims or title to water in, on or under the Land, whether or not shown by the public records.
6. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including, but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether the ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not appearing in the Public Records or listed in Schedule B. Stewart Title Guaranty Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.
7. Any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and the reservation from the lands thereby granted of a right of way thereon for ditches or canals constructed by the authority of the united states as contained in the patent from United States of America to John G Carrillo and recorded **August 12, 1916 in Book 7 Page 161 of Patents.**
8. Matters as shown on the Map filed in **Book 37, Pages 3 and 4 of Record of Survey**, together with any provisions and recitals contained therein. Reference is hereby made to the record for full and further particulars.
9. Easement and rights incidental thereto for road and utility, as set forth in a document recorded **May 14, 1963 as Instrument No. 49554 of Official Records.**
10. Covenants, conditions, restrictions, easements, matters, charges and assessments as set forth in a document recorded **August 3, 1962 as Instrument No. 73230 of Official Records**, but omitting any restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

Said covenants, conditions and restrictions have been modified by a document recorded February 24, 1984 as Instrument No. 37271 of Official Records.

Said covenants, conditions and restrictions have been modified by a document recorded April 7, 1989 as Instrument No. 110737 of Official Records.

Said covenants, conditions and restrictions have been modified by a document recorded April 7, 1989 as Instrument No. 110738 of Official Records.

Said covenants, conditions and restrictions have been modified by a document recorded July 13, 2009 as Instrument No. 2009-0360030 of Official Records.

Said covenants, conditions and restrictions have been modified by a document recorded February 16, 2012 as Instrument No. 2012-0071083 of Official Records.

Said covenants, conditions and restrictions have been modified by a document recorded December 19, 2014 as Instrument No. 2014-0486600 of Official Records.

Matters contained in document entitled Notice of Addition of Territory to Rancho Carrillo Community Association by and between Rancho Carrillo Community Association, a California nonprofit corporation and an association and Christopher D. Altomare, an individual recorded February 25, 2015 as Instrument No. 2015-0075493 of Official Records.

11. Easement and rights incidental thereto for public utilities to Southern California Edison Company, a corporation, its successors and assigns, as set forth in a document recorded May 5, 1993 as Instrument No. 168155 of Official Records; affecting all of "B" street, shown within Parcel 59 together with an additional strip of land, 6 feet in width, lying parallel to and adjacent with and "B" street.
12. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount : \$359,650.00
Dated : June 29, 2005
Trustor : Dan Crehin and Carla Crehin, husband and wife as joint tenants
Trustee : ReconTrust Company, N.A.
Beneficiary : Mortgage Electronic Registration Systems, Inc., solely as nominee for America's Wholesale Lender, as lender.
Recorded : July 1, 2005 as Instrument No. 2005-0530070 of Official Records.
 - a. The beneficial interest of Mortgage Electronic Registration Systems, Inc. has been assigned of record to The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-84, Mortgage Pass-Through Certificates, Series 2005-84 by that certain document recorded October 24, 2011 by Instrument No. 2011-0467264 of Official Records.
13. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount : \$999,950.00
Dated : November 2, 2006
Trustor : Dan Crehin and Carla Crehin, husband and wife as joint tenants
Trustee : ReconTrust Company, N.A.
Beneficiary : Mortgage Electronic Registration Systems, Inc., solely as nominee for America's Wholesale Lender, as lender.
Recorded : November 9, 2006 as Instrument No. 2006-0831315 of Official Records.
 - a. Said deed of trust appears to be an equity line or a revolving line of credit. Prior to recording, a written statement from the beneficiary confirming that the account is frozen must be obtained. Borrower may be required to provide a sworn written statement of indemnity assuring that said deed of trust is frozen and closed. In addition, upon recording and payoff, the account must be closed and reconveyed by the beneficiary.
 - b. Said instrument has been assigned by mesne assignments of record, the last assignment of which recorded October 8, 2020 as Instrument No. 2020-0481731 of Official Records.

- c. Substitution of trustee naming MTC Financial Inc. dba Trustee Corps as trustee, recorded April 1, 2021 as Instrument No. 2021-0204598 of Official Records.
- d. Notice of default recorded April 19, 2021 as Instrument No. 2021-0243176 of Official Records.
- e. Notice of trustee's sale recorded September 2, 2021 as Instrument No. 2021-0527222 of Official Records.

14. The requirement that a letter be provided from each Homeowner's Association stating that all liens/dues are current.

15. In order to complete this report, this Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement(s) of Information.

16. ID maybe required if we have no way to verify the Seller or Borrowers Signature

Hard Money Loans on Vacant Land - Require 2 forms of ID

Hard Money Loans with more than \$100,000 coming out. - Require 2 forms of ID

END OF SCHEDULE B



— TITLE —

2801 Townsgate, Suite 111, Westlake Village, CA 91361

Direct: (805) 367-5628

Attn:

Borrower: Nicole Creef and Joel Creef

Lenders Supplemental Report to Preliminary Report

The Preliminary Report (including any supplements or amendments thereto) to which this is attached is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

- A. None of the items in this report will cause the Company to decline to attach CLTA Endorsement Form 100.2-06 (ALTA 9 equivalent) to an ALTA Loan Policy, when issued.
- B. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement 116.01-06 (ALTA 22-06 equivalent), indicating that there is located on the subject property a PUD (*Residential*) known as 10660 Quail Springs Road, in the Area of Murrieta, County of Riverside, State of California.
- C. Pursuant to information provided to Stewart Title of California as of the date hereinabove, the proposed insured loan amount is \$800,000.00 with the proposed insured lender being .
- D. The only transfers or conveyances shown in the public records within 24 months of the date of this report are set forth below. If you have knowledge of any other transfers or conveyances, please contact your title officer immediately for further research and review.:

NONE



TITLE

2801 Townsgate, Suite 111, Westlake Village, CA 91361
Direct: (805) 367-5628

Notes and Requirements Section

- Note 1: A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a Preliminary Change of Ownership Report, the recorder may charge an additional \$20.00.
- Note 2: All Transactions – Seller(s) and Buyer(s) or Borrowers are provided as attachments Stewart Title's document entitled "Acknowledgment of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" along with those individually named documents for your review and acknowledgment prior to closing.
- Note 3: The map connected herewith is being provided as a courtesy and for informational purposes only; this map should not be relied upon. Furthermore, the parcels set out on this map may not comply with local subdivision or building ordinances. Stewart assumes no liability, responsibility or indemnification related to the maps nor any matters concerning the contents of or accuracy of the map.
- Note 4: The only transfers or conveyances shown in the public records within 24 months of the date of this report are set forth below. If you have knowledge of any other transfers or conveyances, please contact your title officer immediately for further research and review.
- NONE
- Note 5: Purchase Transactions Only – Seller(s)/Owner(s) are provided Stewart Title's Owner's Affidavit and Indemnity for completion prior to closing.
- Note 6: All Transactions – Buyer(s)/Seller(s)/Borrower(s) are provided Stewart Title's Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval to include the Preliminary Report items that remain as exceptions to the title policy.



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CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow. If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

**PROCEDURES TO ACCOMPANY THE
RESTRICTIVE COVENANT MODIFICATION FORM**

The law prohibits unlawfully restrictive covenants based upon:

"...age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry... Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

As the individual holding or acquiring an interest in the property, you may elect to have any unlawfully restrictive covenants "removed", which means "redacted."

To have the unlawfully restrictive covenant removed, you may prepare and submit to the county recorder's office, a "Restrictive Covenant Modification" form (RCM) together with a copy of the attached document with the unlawfully restrictive covenant redacted. This request must be submitted to the county recorder's office and must include your return address so the county recorder can notify you of the action taken by the county counsel.

NOTE: The RCM provided with your title product MAY NOT be the same form required by your county recorder's office; please double check your county recorder's office before completing this form.

The process at the county recorder's office is as follows:

- The county recorder takes the RCM with the redacted document and the original document attached and submits it to the county counsel for review to determine if, from a legal standpoint, the language was an unlawfully restrictive covenant and thus the redacted version should be indexed and recorded.
- The county counsel shall inform the county recorder of his/her determination within a reasonable amount of time, not to exceed three months from the date of your request.
- If county counsel determined that the redacted language was unlawful then, once recorded, the redacted document is the only one that effects the property and this modified document has the same effective date as the original document.
- If county counsel determined that the redacted language was not unlawful then county counsel will return the RCM package to the county recorder and the county recorder will advise the requestor that same the request has been denied and the redacted document has not been recorded.
- The modification document shall be indexed in the same manner as the original document and shall contain a recording reference to the original document.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY
STATE & ZIP

TITLE ORDER NO.

ESCROW NO.

APN NO.

RESTRICTIVE COVENANT MODIFICATION

(Unlawfully Restrictive Covenant Modification Pursuant to Government Code Section 12956.2)

I(We) _____
_____ have or are acquiring an ownership interest of record in the property located at _____
_____ that is covered by the document described
below.

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ in book _____ and page _____ or instrument number _____ of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document pursuant to subdivision (d) of Section 12956 of the Government.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

(Signature of Submitting Party)

(Printed Name)

(Signature of Submitting Party)

(Printed Name)

_____ County Counsel, or their designee,
pursuant to Government Code Section 12956.2, hereby states
that it has been determined that the original document
referenced above

_____ Does _____ Does Not contain an unlawful
restriction and this modification may be recorded.

County Counsel

By: _____

Date: _____



— TITLE —

2801 Townsgate, Suite 111, Westlake Village, CA 91361
Direct: (805) 367-5628

Date: March 30, 2022
Title Officer: Mindy Beckham
Order No.: CA0310-21022991-60
Property Address: 10660 Quail Springs Road, Murrieta, CA 92562

UNLAWFULLY RESTRICTIVE COVENANTS ACKNOWLEDGMENT AND INDEMNIFICATION

Stewart Title of California
IS LICENSED BY THE STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE LICENSE NO. 388

The undersigned hereby acknowledge receipt of (1) the statutory required language describing unlawfully restrictive covenants in the title product from Stewart Title of California ("Stewart Title"); (2) a copy of the Restrictive Covenant Modification (RCM) form; and (3) the procedures describing how to have, when applicable, an unlawfully restrictive covenant of record updated.

The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction and have received a copy of this acknowledgment as evidenced by the signature below.

The undersigned acknowledges and understands that Stewart Title will rely upon this acknowledgment as evidence that Stewart Title has fulfilled its duties and obligations under the law with respect to unlawfully restrictive covenants. The undersigned jointly and severally agree to hold harmless Stewart Title of California, its officers, employees, agents, parent, affiliated and subsidiary companies, including Stewart Title Guaranty Company, and successors and assigns from and against any and all damages or liability and agree to reimburse Stewart Title for all losses, costs, charges, attorneys' fees or other expenses which shall or may at any time be suffered, sustained or incurred by reason of, or in consequence of or related to these unlawfully restrictive covenants and the RCM form and submission.

Dan Crehin

Carla Crehin

Nicole Creef

Joel Creef

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: *Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

Revised 11-19-2013

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law
- Financial rating organizations, rating bureaus and trade associations
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

17. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
18. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
19. Debug products to identify and repair errors that impair existing intended functionality.
20. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
21. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
22. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
23. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
24. Comply with a legal obligation.
25. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



TITLE

2801 Townsgate, Suite 111, Westlake Village, CA 91361
Direct: (805) 367-5628

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: March 30, 2022
Order No.: CA0310-21022991-60
Property: 10660 Quail Springs Road, Murrieta, CA 92562
From: A & A Escrow Services, Inc.

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA - Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50



TITLE

2801 Townsgate, Suite 111, Westlake Village, CA 91361

Direct: (805) 367-5628

Date: March 30, 2022
Escrow Officer:
Order No.: CA0310-21022991-60
Your File No.: 105515 AA

Property Address: 10660 Quail Springs Road
Murrieta, CA 92562

SELLER ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF PRELIMINARY REPORT

The undersigned Seller(s) hereby acknowledge receipt of a copy of the Preliminary Report issued by under Order No. CA0310-21022991-60, dated March 30, 2022 and hereby approves the legal description of subject property shown on Schedule A of the report.

Seller(s) Acknowledgment: Seller(s) herein warrant and confirm that, to Seller(s) knowledge, all Deeds of Trust (e.g., mortgages, loans and lines of credit), liens, judgments and/or encumbrances affecting Seller(s) and subject property are reflected in the Preliminary Report. If not, Seller(s) will provide Escrow Holder with information to facilitate the pay-off and/or removal of any such items before the close of escrow.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Seller(s):

Dan Crehin

Carla Crehin



2801 Townsgate, Suite 111, Westlake Village, CA 91361
Direct: (805) 367-5628

Date: March 30, 2022
Escrow Officer:
Order No.: CA0310-21022991-60
Your File No.: 105515 AA

Property Address: 10660 Quail Springs Road
Murrieta, CA 92562

BUYER ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF PRELIMINARY REPORT

The undersigned Buyer(s) hereby acknowledge receipt of a copy of the Preliminary Report issued by under Order No. CA0310-21022991-60, dated March 30, 2022 and hereby approves the legal description of subject property shown on Schedule A of the report.

Buyer(s) Approval of Preliminary Report: Buyer(s) herein hereby approves Items of Schedule B of the report to be included in the Policy of Title Insurance as exceptions when written. Further, Buyer(s) hereby acknowledge receipt and approval of the Covenants, Conditions and Restrictions, and any and all Schedule B exceptions detailed above, for example, easements, right-of-ways, and restrictions, if any.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Buyer(s):

Nicole Creef

Joel Creef

**ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING
AND APPROVAL OF STEWART TITLE GUARANTY COMPANY
PRIVACY NOTICE FOR STEWART TITLE COMPANIES AND
AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT**

The undersigned hereby acknowledge receipt of the Stewart Title Guaranty Company Privacy Notice for Stewart Title Companies and the Affiliated Business Arrangement Disclosure Statement that apply to this transaction. The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Dan Crehin

Carla Crehin

Nicole Creef

Joel Creef



2801 Townsgate, Suite 111, Westlake Village, CA 91361
Direct: (805) 367-5628

AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

STGC TITLE PREMIUM DISCOUNT APPLICATION AND CONFIRMATION OF ELIGIBILITY

Order Number: CA0310-21022991-60

Property: 10660 Quail Springs Road, Murrieta, CA 92562

APN: 901-070-009

In connection with the request of the Undersigned ("Applicant") for the preparation and issuance of title insurance, Applicant provides this completed STGC Title Premium Discount Application and Confirmation of Eligibility ("Request Form") for the benefit of, and reliance by, title insurer Stewart Title Guaranty Company, and its policy issuing agent Stewart Title of California (collectively hereafter referred to as "Stewart Title") in connection with pricing the title premium in the above referenced transaction:

1. Applicant understands that Stewart Title has available for qualifying requestors a 10% discount on the title insurance premium charged under certain circumstances; however, all endorsement fees and other charges are not discounted.
2. Applicant understands that Stewart Title is only able to provide such discount if requested through providing this completed Request Form and is received by Stewart Title at least five (5) business days prior to recording of the transaction to which a discount is requested.
3. Applicant understands that Stewart Title prohibits combined discounts; accordingly, Stewart Title will provide this requested discount and disregard other applicable discounts, if any, when eligibility requirements for such discount are satisfied.
4. Applicant requests the following discount and affirms that Applicant meets the criteria and requirements set forth to qualify for such selected discount (SELECT ONLY ONE QUALIFYING DISCOUNT):

☐ Active military personnel and honorably discharged veteran discount* – To qualify for an active military personnel or honorably discharged veteran discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is engaged in full-time, active duty in the military on the date signed below or was a honorably discharged veteran.

☐ Senior citizen discount – To qualify for a senior citizen discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is 55 years of age or older on the date signed below.

*Active military personnel and honorably discharged veterans include those members from the following U.S. military services branches: Air Force, Army, Coast Guard, Marine Corps, Navy and Space Force, and any active Reserve members of these military services branches and any active members of the Air or Army National Guard.

☐ First-time homebuyer discount – To qualify for a first-time homebuyer discount: (1) the property being purchased is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s) is a U.S. citizen, permanent resident or qualified alien and has either never owned any property or, has not been an owner in a primary residence for the last three calendar years from the date signed below.

☐ First responder discount – To qualify for a first responder discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is currently employed as a police officer, firefighter, paramedic or emergency medical technician on the date signed below.

This Request Form is completed under penalty of perjury and is made for the purpose of inducing Stewart Title to provide the title premium discount, and the representations contained herein are material to such insurance coverage pricing. The undersigned hereby indemnifies and holds Stewart Title harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain to the extent any representation contained herein is incorrect. The undersigned understands that Stewart Title may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ AND COMPLETE THE STGC TITLE PREMIUM DISCOUNT REQUEST FORM ON THE PREVIOUS PAGE BEFORE SIGNING BELOW. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD CONTACT YOUR LOCAL STEWART TITLE PROFESSIONAL.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature

Signature

Printed Name

Printed Name

Date Signed

Date Signed

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the Area of Murrieta, County of Riverside, State of California, and is described as follows:

Parcel 1:

Parcel 59, County of Riverside, State of California, as shown on a Record of Survey on file in Book 37 Pages 3 and 4 of Record of Surveys of Riverside County, California.

Parcel 2:

An easement for road purposes over those portions of remaining parcels under said record of survey, delineated as street or road easements on the Map of said Record of Survey.

APN: 901-070-009

T.R. A. 8202 20-22-4
901-07

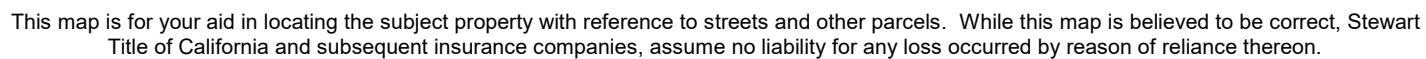


EXHIBIT B (05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- Defects, liens, encumbrances, adverse claims or other matters:
 - whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - resulting in no loss or damage to the insured claimant;
 - attaching or created subsequent to Date of Policy; or
 - resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - building;
 - zoning;
 - land use;
 - improvements on the Land;
 - land division;
 - environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- Risks:
 - that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - that result in no loss to You; or
 - that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- Failure to pay value for Your Title.
- Lack of a right:
 - to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters:
 - created, suffered, assumed, or agreed to by the Insured Claimant;
 - Not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

PART I

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- (a) taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- Any lien or right to a lien for services, labor or material not shown by the public records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (04-02-15) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. a. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

OWNER'S AFFIDAVIT AND INDEMNITY

Order No.: CA0310-21022991-60

Address/Location: 10660 Quail Springs Road, Murrieta, CA 92562

APN: 901-070-009

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer Stewart Title Guaranty Company, and its policy issuing agent Stewart Title of California (collectively hereafter referred to as "TITLE"):

1. Affiant owns and holds title to property described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Property").
2. The Affiant's possession of the Property has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: **(If none, please state "none")**

3. Other than the Affiant, there are no parties entitled to possession of the Property other than the following: **(If none, please state "none")**

4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Property, or any parties currently in possession, of the Property, except the following: **(If none, please state "none")**

5. All assessments by a management, common area, building maintenance or homeowner association, if any, are paid current or are not yet due and payable.
6. There are no pending contemplated repairs/improvements to the Property, except the following: **(If none, please state "none")**

7. There has been no building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: **(If none, please state "none")**

8. Affiant is not aware of the existence of any of the following:
 - a. Improvements encroaching into any easements or over any boundary lines of the Property.
 - b. Adjoining property improvements encroaching onto the Property.
 - c. Liens against the Property and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
 - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Property.
 - e. Pending repairs/improvements to the adjacent street(s).
 - f. Any pending litigation involving the Property, the Affiant or any other property owner currently in title.
 - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Property is located.
 - h. Violations of any recorded covenants, conditions and/or restrictions imposed on the Property.
 - i. Any pending assessments for Community Facility Districts.
 - j. Any new, pending or existing obligation or loan including any home improvements on the Property pursuant to the PACE or HERO program, or any other similar type program.
 - k. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g. supermarkets, restaurants, wineries, breweries and

EXHIBIT "1"

With regard to 8a.-8k, except as follows: (If none, please state "none")

-
9. No proceedings in bankruptcy or receivership have been instituted by or against the Affiant or any other property owner currently in title.
10. There are no unpaid utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Property, with the exception of the following: **(If none, please state "none")**
-
11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Property, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: **(If none, please state "none")**

Creditor

Approximate Balance

-
-
12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Property and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Property, or other parties currently in possession, of the mineral rights on the Property, except the following: **(If none, please state "none")**
-
13. Other than the Affiant, there are no other parties currently in possession of the Property, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: **(If none, please state "none")**
-

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart Title Guaranty Company and its policy issuing agent identified above harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

Dan Crehin

Date Signed

Carla Crehin

EXHIBIT "1"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on
this _____ day of _____, 20_____, by _____, proved to
me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

EXHIBIT "1"

Statement of Information
(Confidential)

The street address of the property in this transaction is: (if none, leave blank)

Address _____ City _____

Occupied by: ☐ Owner ☐ Tenants ☐ Lessee ☐ Single Residence ☐ Multiple Residence ☐ Commercial ☐ Vacant Land

Any construction/improvements in last 6 months? ☐ Yes ☐ No Is any portion of new loan to be used for improvements? ☐ Yes ☐ No

If yes, state nature of work done or contemplated _____

Party 1

Party 2

First _____ Middle _____ Last _____

First _____ Middle _____ Last _____

Former last name(s), if any _____

Former last name(s), if any _____

Birthplace _____ Birth Date _____

Birthplace _____ Birth Date _____

Social Security No. _____ Driver's License No. _____

Social Security No. _____ Driver's License No. _____

I ☐ am single ☐ am married ☐ Have a domestic partner

I ☐ am single ☐ am married ☐ Have a domestic partner

Name of current spouse or domestic partner (if other than Party 2) _____

Name of current spouse or domestic partner (if other than Party 1) _____

Name of former spouse/domestic partner (if none, write "none") _____

Name of former spouse/domestic partner (if none, write "none") _____

Dissolutions pending Yes No (circle one)

Dissolutions pending Yes No (circle one)

Required to make child support payments? Yes No (circle one)

Required to make child support payments? Yes No (circle one)

Required to make Family support payments? Yes No (circle one)

Required to make Family support payments? Yes No (circle one)

If paying former spouse directly, please provide address: _____

If paying former spouse directly, please provide address: _____

Party 1 – Occupations for Last 10 Years

Present Occupation Firm Name Address No. of Years

Prior Occupation Firm Name Address No. of Years

Party 1 – Residences for Last 10 Years

Number and Street City and State From To

Party 2 – Occupations for Last 10 Years

Present Occupation Firm Name Address No. of Years

Prior Occupation Firm Name Address No. of Years

Party 2 – Residences for Last 10 Years

Number and Street City and State From To

Have any of the above parties owned or operated a business? ☐ Yes ☐ No If so, please list names _____

I have never been adjudged, bankrupt nor are there any unsatisfied judgments or other matters pending against me which might affect my title to this property, except as follows: _____

The undersigned declare under penalty of perjury that the above information is true and correct. (all parties must sign)

Date _____ Signature _____

Signature _____

Home Phone _____ Work Phone _____

Home Phone _____ Work Phone _____

EXHIBIT "1"

CA0310-21022991-60

Email Address

Email Address

EXHIBIT "1"

CA0310-21022991-60



2801 Townsgate, Suite 111, Westlake Village, CA 91361
Direct: (805) 367-5628

Attn: Line of Credit – Payoff Dept.	Date:	March 30, 2022
	Escrow No.:	CA0310-21022991-60
	Loan No.:	
	Borrower(s):	Dan Crehin and Carla Crehin
	Property Address:	10660 Quail Springs Road Murrieta, CA 92562

With regard to our equity/credit line with the account number of , we hereby certify that:

TO LENDER:

I/We hereby request that the above referenced credit line account be FROZEN AND CLOSED as of the date of your receipt of this notice. I/We contemplate payment in full of the Note secured by Trust Deed shortly through the above referenced escrow. I/We agree NOT to request any advances on this account on or after the date of this letter. Upon payment in full by Stewart Title, you are instructed to close the above referenced account and forward a reconveyance/release and/or satisfaction to the appropriate county recorder's office for recording.

TO Stewart Title:

I/We further warrant to Stewart Title that I/we, as of the date shown above, will no longer use the referenced credit line account and will immediately destroy all unused checks.

I/We fully understand and acknowledge that if funds from the referenced credit line account are advanced, for whatever purpose and/or reason, with or without my/our consent, that I/we will be held fully responsible to immediately deposit as directed sufficient funds to cover the advance(s). In the event funds are remaining in escrow for the payment of the advance(s) in full or in part, Escrow Company or Stewart Title is hereby instructed to utilize said funds until exhausted and make demand for the balance from me/us, if necessary.

I/We will be responsible for any and all charges, which are presented for payment, including charges presented after the requested demand is prepared.

If the Escrow Company or Stewart Title advances on my/our behalf, funds to payoff the Equity Line/Credit Line in full, I/We Agree, upon written demand, to promptly reimburse Escrow Company and/or Stewart Title.

Sincerely,

Dan Crehin

Carla Crehin

BOE-502-A (P1) REV. 13 (06-17)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

FOR ASSESSOR'S USE ONLY

Nicole Creef and Joel Creef
10660 Quail Springs Road
Murrieta, CA 92562

ASSESSOR'S PARCEL NUMBER

SELLER/TRANSFEROR

Dan Crehin and Carla Crehin

BUYER'S DAYTIME TELEPHONE NUMBER

()

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

10660 Quail Springs Road, Murrieta, CA 92562

☐ YES ☐ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO DAY YEAR

☐ YES ☐ NO Are you a disabled veteran or an unmarried surviving spouse of a disabled veteran who was compensated at 100% by the Department of Veterans Affairs?

MAIL PROPERTY TAX INFORMATION TO (NAME)

Nicole Creef and Joel Creef

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

10660 Quail Springs Road

CITY

Murrieta

STATE

CA

ZIP CODE

92562

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- ☐ ☐ A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
- ☐ ☐ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
- ☐ ☐ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ from grandparent(s) to grandchild(ren).
- ☐ ☐ * D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☐ * E. This transaction is to replace a principal residence by a person 55 years of age or older.
Within the same county? ☐ YES ☐ NO
- ☐ ☐ * F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO
- ☐ ☐ G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*).
If YES, please explain: _____
- ☐ ☐ H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☐ I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: _____
- ☐ ☐ J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- ☐ ☐ K. This is a transfer of property:
- ☐ ☐ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
- ☐ ☐ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☐ L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☐ M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☐ N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- ☐ ☐ * O. This transfer is to the first purchaser of a new building containing an active solar energy system.
- ☐ ☐ P. Other. This transfer is to _____

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

EXHIBIT "1"

CA0310-21022991-60

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EXHIBIT "1"

CA0310-21022991-60

BOE-502-A (P2) REV. 13 (06-17)

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)
☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____
☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____
Original term in years (including written options): _____ Remaining term in years (including written options): _____
☐ Other. Please explain: _____
- C. Only a partial interest in the property was transferred. ☐ YES ☐ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price. \$ _____
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
☐ FHA (____ Discount Points) ☐ Cal-Vet ☐ VA (____ disclosure Points) ☐ Fixed rate ☐ Variable rate
☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
☐ Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
☐ Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number: (____) _____
☐ Direct from seller ☐ From a family member-Relationship _____
☐ Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home
☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot
☐ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☐ Commercial/Industrial

- B. ☐ YES ☐ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. ☐ YES ☐ NO A manufactured home is included in the purchase price.
If YES, enter the value attributed to the manufactured home: \$ _____
☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. ☐ YES ☐ NO The property produces rental or other income.
If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____
- E. The condition of the property at the time of sale was: ☐ Good ☐ Average ☐ Fair ☐ Poor
Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER ▶	DATE	TELEPHONE ()
NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

EXHIBIT "1"

CA0310-21022991-60



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

Website: www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. _____ -- _____ -- _____
Property Address: _____

I declare that the documentary transfer tax for this
transaction is: \$ _____.

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code with the exception of items 11 and 12 which are taken from Riverside County Ordinance 516). Please check one or explain in "Other".

1. ___ Section 11921. The conveyance was given to secure a debt.
 2. ___ Section 11922. The conveyance is to a governmental entity or political subdivision.
 3. ___ Section 11923. The conveyance is under a reorganization or adjustment plan.
 4. ___ Section 11924. The conveyance is under order of the Securities and Exchange Commission.
 5. ___ Section 11925. The transfer is between individuals and a legal entity or partnership, or between legal entities and does not change the proportional interests held.
 6. ___ Section 11926. The conveyance is from a trustor to a beneficiary, in lieu of foreclosure, and no additional consideration was paid.
 - ___ Section 11926. The conveyance is to a grantee who is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
 7. ___ Section 11927. The conveyance relates to a dissolution of marriage or legal separation.
(A spouse must sign a written recital in order to claim this exemption. This form may be used for that purpose.)
 8. ___ Section 11928. The conveyance is by a governmental entity with an agreement by purchaser to reconvey.
 9. ___ Section 11929. The conveyance is by a governmental entity to an authorized nonprofit corporation.
 10. ___ Section 11930. The conveyance is an *inter vivos gift** or a transfer by death.
- *Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.**
11. ___ Section 8. The easement is **not** perpetual, permanent, or for life.
 12. ___ Section 9. The document is a lease for a term of **less** than (35) years (including written options).
 13. ___ Other (Include explanation and authority) _____

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this _____ day of _____, 20____ at _____ City _____ State _____

Signature of Affiant

Printed Name of Affiant

Name of Firm (if applicable)

Address of Affiant (including City, State, and Zip Code)

Telephone Number of Affiant (including area code)

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here

EXHIBIT "1"

CA0310-21022991-60

EXHIBIT "1"

Exhibit 2

Schedules A/B, C and D

Fill in this information to identify your case and this filing:

Debtor 1 **Daniel George Crehin**
First Name Middle Name Last Name

Debtor 2 **Carla Maria Crehin**
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number **6:21-bk-15160**

☐ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

1.1

10660 Quail Springs Road

Street address, if available, or other description

Murrieta CA 92562-0000
City State ZIP Code

Riverside
County

What is the property? Check all that apply

- ☒ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☐ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other

Who has an interest in the property? Check one

- ☐ Debtor 1 only
- ☐ Debtor 2 only
- ☒ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
\$850,000.00	\$850,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee simple

☒ Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$850,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Debtor 1 **Daniel George Crehin**
Debtor 2 **Carla Maria Crehin**Case number (if known) **6:21-bk-15160**

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

☐ No☒ Yes3.1 Make: **Chevy**
Model: **Silverado**
Year: **2002**
Approximate mileage: **145,000**
Other information:**Location: 10660 Quail Springs Road, Murrieta CA 92562**

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$1,967.00**\$1,967.00**3.2 Make: **Chevy**
Model: **HHR**
Year: **2006**
Approximate mileage: **200,000**
Other information:**Location: 850 E Wetmow Rd #1231A, Tucson, AZ 85719 (Salvage Title)**

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$1,056.00**\$1,056.00**3.3 Make: **Chrysler**
Model: **Pacifica**
Year: **2008**
Approximate mileage: **115,000**
Other information:**Location: 10660 Quail Springs Road, Murrieta CA 92562**

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$1,324.00**\$1,324.00**3.4 Make: **Toyota**
Model: **Prius**
Year: **2016**
Approximate mileage: **50,000**
Other information:**Location: 10660 Quail Springs Road, Murrieta CA 92562**

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$14,747.00**\$14,747.00**3.5 Make: **EZ**
Model: **Dump Trailer**
Year: **2002**
Approximate mileage:
Other information:**Location: 10660 Quail Springs Road, Murrieta CA 92562**

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$3,800.00**\$3,800.00**

Debtor 1 **Daniel George Crehin**
Debtor 2 **Carla Maria Crehin**Case number (if known) **6:21-bk-15160**3.6 Make: **Toyota**
Model: **Rav4**
Year: **2018**
Approximate mileage: **27,000**
Other information:**Location: 10660 Quail Springs Road, Murrieta CA 92562**

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$22,550.00**\$22,550.00**4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

☐ No☒ Yes4.1 Make: **Jetski**
Model: **Yamaha GPS 1200**
Year: **2001**

Other information:

Location: 10660 Quail Springs Road, Murrieta CA 92562

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$500.00**\$500.00**4.2 Make: **Yamaha**
Model: **350 Quad**
Year: **2004**

Other information:

Location: 10660 Quail Springs Road, Murrieta CA 92562

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$500.00**\$500.00**4.3 Make: **Forester**
Model: **Sandpiper Trailer/RV**
Year: **2002**

Other information:

Location: 10660 Quail Springs Road, Murrieta CA 92562

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$5,000.00**\$5,000.00**4.4 Make: **Yamaha**
Model: **650 Quad**
Year: **2005**

Other information:

Location: 10660 Quail Springs Road, Murrieta CA 92562

Who has an interest in the property? Check one

- ☐
- Debtor 1 only
-
- ☐
- Debtor 2 only
-
- ☒
- Debtor 1 and Debtor 2 only
-
- ☐
- At least one of the debtors and another

☒ Check if this is community property
(see instructions)Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?

Current value of the portion you own?

\$500.00**\$500.00**

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$51,944.00**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?

Debtor 1 **Daniel George Crehin**
Debtor 2 **Carla Maria Crehin**

Case number (if known) **6:21-bk-15160**

Do not deduct secured
claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

☐ No

☒ Yes. Describe.....

Location: 10660 Quail Springs Road, Murrieta CA 92562

\$4,500.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

☐ No

☒ Yes. Describe.....

2 Samsung Televisions, 3 cellphones

Location: 10660 Quail Springs Road, Murrieta CA 92562

\$1,000.00

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

☒ No

☐ Yes. Describe.....

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

☒ No

☐ Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

☐ No

☒ Yes. Describe.....

1 rifle, 3 handguns

Location: 10660 Quail Springs Road, Murrieta CA 92562

\$800.00

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

☐ No

☒ Yes. Describe.....

Location: 10660 Quail Springs Road, Murrieta CA 92562

\$1,000.00

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

☐ No

☒ Yes. Describe.....

Wedding rings

Location: 10660 Quail Springs Road, Murrieta CA 92562

\$1,000.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

☒ No

☐ Yes. Describe.....

Debtor 1 **Daniel George Crehin**
Debtor 2 **Carla Maria Crehin**

Case number (if known) **6:21-bk-15160**

14. Any other personal and household items you did not already list, including any health aids you did not list

- ☒ No
☐ Yes. Give specific information.....

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$8,300.00

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

16. **Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- ☒ No
☐ Yes.....

17. **Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- ☐ No
☒ Yes.....

Institution name:

17.1. **Checking/Savings** **Union Bank** **\$6,928.00**

17.2. **Checking & Savings** **Chase Bank** **\$4,500.00**

17.3. **Business Checking** **First Bank (Business Account)** **\$5,000.00**

18. **Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- ☒ No
☐ Yes..... Institution or issuer name:

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

- ☐ No
☒ Yes. Give specific information about them.....

Name of entity:

% of ownership:

Sole Prop - Real Estate Appraisal % **\$0.00**

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.
Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- ☒ No
☐ Yes. Give specific information about them
Issuer name:

21. **Retirement or pension accounts**

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- ☐ No
☒ Yes. List each account separately.
Type of account:

Institution name:

Debtor 1 **Daniel George Crehin**
Debtor 2 **Carla Maria Crehin**

Case number (if known) **6:21-bk-15160**

401(k)	Employer 401k Plan	\$5,711.00
401(k)	TD Ameritrade	\$25,000.00

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☒ No

☐ Yes. Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

☒ No

☐ Yes..... Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No

☐ Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

☒ No

☐ Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

☒ No

☐ Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

☒ No

☐ Yes. Give specific information about them...

Money or property owed to you?

**Current value of the
portion you own?**
Do not deduct secured
claims or exemptions.

28. Tax refunds owed to you

☐ No

☒ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

2020 Possible IRS Refund

IRS

\$4,800.00

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

☒ No

☐ Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No

☐ Yes. Give specific information..

Debtor 1 **Daniel George Crehin**
 Debtor 2 **Carla Maria Crehin**

Case number (if known) **6:21-bk-15160****31. Interests in insurance policies**

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☐ No☒ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund
value:

2 Life Insurance Policies - Term Life
(zero cash surrender)

\$0.00**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No☐ Yes. Give specific information..**33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**

Examples: Accidents, employment disputes, insurance claims, or rights to sue

☒ No☐ Yes. Describe each claim.....**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**☐ No☒ Yes. Describe each claim.....

Lawsuit

\$0.00**35. Any financial assets you did not already list**☒ No☐ Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$51,939.00**Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.****37. Do you own or have any legal or equitable interest in any business-related property?**☒ No. Go to Part 6.☐ Yes. Go to line 38.**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**

If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?☒ No. Go to Part 7.☐ Yes. Go to line 47.**Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above****53. Do you have other property of any kind you did not already list?**

Examples: Season tickets, country club membership

☒ No☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Debtor 1 **Daniel George Crehin**
 Debtor 2 **Carla Maria Crehin**

Case number (if known) **6:21-bk-15160**

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$850,000.00
56. Part 2: Total vehicles, line 5	\$51,944.00	
57. Part 3: Total personal and household items, line 15	\$8,300.00	
58. Part 4: Total financial assets, line 36	\$51,939.00	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
	+	
62. Total personal property. Add lines 56 through 61...	\$112,183.00	Copy personal property total \$112,183.00
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$962,183.00

Fill in this information to identify your case:

Debtor 1	Daniel George Crehin		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	Carla Maria Crehin		
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)	6:21-bk-15160		

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- ☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
2002 Chevy Silverado 145,000 miles Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from <i>Schedule A/B</i> : 3.1	\$1,967.00	<input checked="" type="checkbox"/> \$1,967.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
2006 Chevy HHR 200,000 miles Location: 850 E Wetmow Rd #1231A, Tucson, AZ 85719 (Salvage Title) Line from <i>Schedule A/B</i> : 3.2	\$1,056.00	<input checked="" type="checkbox"/> \$1,056.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
2008 Chrysler Pacifica 115,000 miles Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from <i>Schedule A/B</i> : 3.3	\$1,324.00	<input checked="" type="checkbox"/> \$1,324.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(2)
2002 EZ Dump Trailer Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from <i>Schedule A/B</i> : 3.5	\$3,800.00	<input checked="" type="checkbox"/> \$3,800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
2001 Jetski Yamaha GPS 1200 Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from <i>Schedule A/B</i> : 4.1	\$500.00	<input checked="" type="checkbox"/> \$500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)

Debtor 1 **Daniel George Crehin**
Debtor 2 **Carla Maria Crehin**

Case number (if known) **6:21-bk-15160**

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
2004 Yamaha 350 Quad Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from Schedule A/B: 4.2	<u>\$500.00</u>	<input checked="" type="checkbox"/> <u>\$500.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
2002 Forester Sandpiper Trailer/RV Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from Schedule A/B: 4.3	<u>\$5,000.00</u>	<input checked="" type="checkbox"/> <u>\$4,526.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(2)
2002 Forester Sandpiper Trailer/RV Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from Schedule A/B: 4.3	<u>\$5,000.00</u>	<input checked="" type="checkbox"/> <u>\$474.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
2005 Yamaha 650 Quad Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from Schedule A/B: 4.4	<u>\$500.00</u>	<input checked="" type="checkbox"/> <u>\$500.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from Schedule A/B: 6.1	<u>\$4,500.00</u>	<input checked="" type="checkbox"/> <u>\$4,500.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
2 Samsung Televisions, 3 cellphones Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from Schedule A/B: 7.1	<u>\$1,000.00</u>	<input checked="" type="checkbox"/> <u>\$1,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
1 rifle, 3 handguns Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from Schedule A/B: 10.1	<u>\$800.00</u>	<input checked="" type="checkbox"/> <u>\$800.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from Schedule A/B: 11.1	<u>\$1,000.00</u>	<input checked="" type="checkbox"/> <u>\$1,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
Wedding rings Location: 10660 Quail Springs Road, Murrieta CA 92562 Line from Schedule A/B: 12.1	<u>\$1,000.00</u>	<input checked="" type="checkbox"/> <u>\$1,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(4)
Checking/Savings: Union Bank Line from Schedule A/B: 17.1	<u>\$6,928.00</u>	<input checked="" type="checkbox"/> <u>\$6,928.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
Checking & Savings: Chase Bank Line from Schedule A/B: 17.2	<u>\$4,500.00</u>	<input checked="" type="checkbox"/> <u>\$4,500.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)

Debtor 1 **Daniel George Crehin**
Debtor 2 **Carla Maria Crehin**

Case number (if known) **6:21-bk-15160**

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim <i>Check only one box for each exemption.</i>	Specific laws that allow exemption
Business Checking: First Bank (Business Account) Line from <i>Schedule A/B</i> : 17.3	\$5,000.00	<input checked="" type="checkbox"/> \$5,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
Sole Prop - Real Estate Appraisal Line from <i>Schedule A/B</i> : 19.1	\$0.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(6)
401(k): Employer 401k Plan Line from <i>Schedule A/B</i> : 21.1	\$5,711.00	<input checked="" type="checkbox"/> \$5,711.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(10)(E)
401(k): TD Ameritrade Line from <i>Schedule A/B</i> : 21.2	\$25,000.00	<input checked="" type="checkbox"/> \$25,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(10)(E)
IRS: 2020 Possible IRS Refund Line from <i>Schedule A/B</i> : 28.1	\$4,800.00	<input checked="" type="checkbox"/> \$4,800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
2 Life Insurance Policies - Term Life (zero cash surrender) Line from <i>Schedule A/B</i> : 31.1	\$0.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(7)

3. **Are you claiming a homestead exemption of more than \$170,350?**

(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)

☒ No

☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

☐ No

☐ Yes

Fill in this information to identify your case:

Debtor 1 **Daniel George Crehin**
First Name Middle Name Last Name

Debtor 2 **Carla Maria Crehin**
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number **6:21-bk-15160**
(if known)

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
2.1 Bank of America, NA <small>Creditor's Name</small> 450 American Street Simi Valley, CA 93065 <small>Number, Street, City, State & Zip Code</small>	\$360,000.00	\$850,000.00	\$0.00
Describe the property that secures the claim: 10660 Quail Springs Road Murrieta, CA 92562 Riverside County			
As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed			
Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) First Mortgage			
Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input checked="" type="checkbox"/> Check if this claim relates to a community debt			
Date debt was incurred _____ Last 4 digits of account number _____			

Debtor 1 **Daniel George Crehin** Case number (if known) **6:21-bk-15160**
First Name Middle Name Last Name
Debtor 2 **Carla Maria Crehin**
First Name Middle Name Last Name

2.2	Consumer Portfolio Services Creditor's Name 19500 Jamboree Road Irvine, CA 92612 Number, Street, City, State & Zip Code	Describe the property that secures the claim: <div style="border: 1px solid black; padding: 5px;"> 2018 Toyota Rav4 27,000 miles Location: 10660 Quail Springs Road, Murrieta CA 92562 </div> As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) Auto Loan	\$26,874.00 \$22,550.00 \$4,324.00
Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input checked="" type="checkbox"/> Check if this claim relates to a community debt			
Date debt was incurred _____		Last 4 digits of account number _____	

2.3	Mechanics Bank fka CRB Creditor's Name 1400 Newport Center Drive Ste 150 Newport Beach, CA 92660 Number, Street, City, State & Zip Code	Describe the property that secures the claim: <div style="border: 1px solid black; padding: 5px;"> 2016 Toyota Prius 50,000 miles Location: 10660 Quail Springs Road, Murrieta CA 92562 </div> As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) Auto Loan	\$17,332.00 \$14,747.00 \$2,585.00
Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input checked="" type="checkbox"/> Check if this claim relates to a community debt			
Date debt was incurred _____		Last 4 digits of account number _____	

2.4	Real Time Resolutions Creditor's Name PO Box 36655 Dallas, TX 75235 Number, Street, City, State & Zip Code	Describe the property that secures the claim: <div style="border: 1px solid black; padding: 5px;"> 10660 Quail Springs Road Murrieta, CA 92562 Riverside County </div> As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) HELOC	\$1,250,000.00 \$850,000.00 \$760,000.00
Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt			
Date debt was incurred _____		Last 4 digits of account number _____	

Debtor 1 **Daniel George Crehin**

Case number (if known)

6:21-bk-15160

First Name Middle Name Last Name

Debtor 2 **Carla Maria Crehin**

First Name Middle Name Last Name

Add the dollar value of your entries in Column A on this page. Write that number here:

\$1,654,206.00

If this is the last page of your form, add the dollar value totals from all pages.

Write that number here:

\$1,654,206.00

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

[]

Name, Number, Street, City, State & Zip Code

Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

On which line in Part 1 did you enter the creditor? **2.4**

Last 4 digits of account number **6191**

Exhibit 3

RTR Stipulation

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into on the date hereinafter set forth by and between Lynda T. Bui ("Trustee"), solely in her capacity as the Chapter 7 trustee for the bankruptcy estate of Daniel George Crehin and Carla Maria Crehin ("Debtors"), on the one hand and Real Time Resolutions ("RTR"), on the other hand. The Trustee and RTR are collectively referred to as the "Parties."

I. RECITALS

This Agreement is made by the Parties with reference to the following facts:

1. The Debtors filed a chapter 7 bankruptcy petition on September 29, 2021 ("Petition Date"), in the United States Bankruptcy Court, Central District of California, Case No. 6:21-bk-15160-MH (the "Bankruptcy Case").

2. Lynda T. Bui is the duly-appointed, qualifying, and acting Chapter 7 trustee for the Debtors' bankruptcy estate ("Estate").

3. The last date to file claims in the case was February 18, 2022. Government claims are due by March 28, 2022. The Court's Claims Register indicates there have been twelve claims filed totaling \$1,760,541.41 consisting of secured claims of \$1,057,119.26, priority tax claims of \$23,291.48 and non-priority general unsecured claims of \$680,130.67.

4. The Debtors' Bankruptcy Schedule A/B reflects that they own the real property located at 10660 Quail Spring Road, Murrieta, California ("Property") and that the fair market value of the Property is \$850,000.00. On their Schedule D, the Debtors list a first mortgage lien in favor of Bank of America, N.A. ("BofA") in the amount of \$360,000.00 and an equity line of credit in favor of RTR in the amount of \$1,250,000.00. The Debtors' Schedule C does not reflect any exemption in the Property.

5. Without the Trustee's knowledge or consent, the Debtors listed the Property for sale with Sean Byerly of Clear Point Real Estate Services for \$800,000.00 after the Petition Date. They received an offer for \$750,000.

6. One day prior to the Petition Date, on September 28, 2021, the Debtors filed a complaint in the Riverside County Superior Court entitled *Crehin v. MTC Financial Inc. and Real Time Resolutions, Inc.*, Case No. CVSW2108296 (the "State Court Action"). The complaint seeks damages for an unspecified amount for violation of the Truth in Lending Act, violation of the Federal and Rosenthal Fair Debt Collections Practices Act, unfair business practices and violations of California Civil Code. The Debtors scheduled the interest in a "Lawsuit" on Schedule A/B with a value of \$0.00, but did not list the State Court Action in their Statement of Financial Affairs. The State Court Action is an asset of the Estate.

7. On October 16, 2021, RTR filed a motion for relief from the automatic stay seeking to foreclose on its second deed of trust encumbering the Property (the "HELOC Lien"). A hearing on said motion has been continued pursuant to agreement between the Trustee and RTR and is currently scheduled for March 29, 2022 at 11:00 a.m.

8. As of February 23, 2022, the Debtors owed BofA the sum of \$335,773.76 on the first priority deed of trust encumbering the Property (the "Mortgage Lien").

9. On February 18, 2022, RTR filed a secured Proof of Claim in the Bankruptcy Case for \$1,030,732.22 (collectively with the HELOC Lien, the "RTR Claim").

10. The Parties desire to resolve any and all disputes related to the administration of the Property and the State Court Action upon the terms and conditions set forth below.

II. AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the adequacy of which is hereby acknowledged by each party hereto, and in consideration of the mutual promises and covenants set forth below, the Parties hereto agree as follows:

1. Sale of the Property.

- a. RTR agrees to the Trustee's immediate marketing and selling of the Property for a minimum sales price of \$850,000.00 pursuant to Bankruptcy Code section 363. The sale of the Property shall be free and clear of the HELOC Lien, with such lien to be paid from the proceeds of the sale as provided herein below.
- b. The Trustee shall have 90 days from approval of this agreement to obtain an offer for the sale of the Property that is accepted and escrow is opened. If escrow is opened by the 90-day deadline, then the Trustee may request an extension for closing of no more than 30 days, which will not be unreasonably withheld.
- c. The Trustee shall keep RTR's counsel apprised of all significant events related to the sale of the Property.
- d. If the Trustee is unable to open escrow as contemplated and an extension is not given pursuant to paragraph 1(b.) above, then the Trustee shall stipulate to relief from the automatic stay and agree to waive the fourteen (14) day stay prescribed by F.R.B.P. 4001(a)(3).
- e. In the interest of time, the Trustee, at her discretion, may sign all necessary documents to immediately market the Property for a short sale and open escrow for the short sale of the Property.

2. Allowed Claim.

- a. After the BofA Lien has been fully satisfied from the sale proceeds, and after all costs of sale, property taxes and all liens and encumbrances senior to RTR have been fully satisfied ("Net Sales Proceeds"), RTR agrees to accept eighty percent (80%) of the Net Sales Proceeds in full satisfaction of the RTR Claim. RTR agrees to subordinate to the Estate twenty percent (20%) of the Net Proceeds on account of the RTR Claim.
- b. In executing this Agreement, RTR agrees that any deficiency claim possessed by RTR pursuant to the RTR Claim shall not be included as an allowed general unsecured claim and RTR shall not have the right to participate as a general

unsecured creditor and will not receive a distribution from administration of the Property or any other asset of the Estate, if any.

- c. Upon payment to RTR as set forth herein, the RTR Claim shall be deemed fully satisfied.

3. Motion for Approval of Compromise. Upon receipt of a fully executed copy of this Agreement, the Trustee shall promptly file a motion with the Bankruptcy Court to obtain approval of this Agreement ("Compromise Motion"). This Agreement is contingent upon and expressly conditioned on the issuance of an order by the Bankruptcy Court in the Chapter 7 proceeding approving this Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019. Unless and until approved by the Bankruptcy Court, this Agreement shall have no force or effect whatsoever.

4. Dismissal of the State Court Action. Upon entry of an order approving this Agreement, the Trustee shall cause the dismissal, with prejudice, of the Estate's claims in the State Court Action against RTR and the other defendants.

III. MUTUAL RELEASE

1. Upon entry of an order approving this Agreement, except for the obligations created by this Agreement, the Trustee hereby releases, discharge and acquits RTR, Bank of New York Mellon FKA the Bank of New York, as successor to JP Morgan Chase Bank, N.A., as trustee for the certificate holders of CWHEQ Revolving Home Equity Loan Trust, Series 2006-I, as well as their respective employees, agents, servicers, accountants, attorneys, successors, representatives, guarantors, indemnitors, insurers, assigns, and each of them, from any and all claims the Estate may have against them, known and unknown.

2. Subject to entry of an order approving this Agreement, and except for the rights and obligations created by this Agreement, RTR releases the Estate, the Trustee, her employees, accountants, attorneys and representatives, from any and all claims relating to the Bankruptcy Case. For the avoidance of doubt, this release is not intended to limit or diminish RTR's entitlement to relief from the automatic stay in the event the Trustee is unable to sell the Property pursuant to the terms outlined above.

IV. REPRESENTATION AND WARRANTIES

1. Each of the parties to this Agreement represents, warrants, and agrees as to themselves as follows:

- a. No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation or promise of any other party (or of any officer, agent, employee, representative, or attorney for the other party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement
- b. Each party to this Agreement has made such investigation of facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as they deem necessary.

- c. Each party has read this Agreement and understands its contents.
- d. The Parties acknowledge that they have either been represented in negotiations for and in the preparation of this Agreement by counsel of their choice or that they have had an opportunity to retain counsel and that they have read this Agreement and have had an opportunity to have it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.
- e. The Parties acknowledge that this Agreement is the result of extensive good faith negotiations between the Parties and their respective counsel and is not to be construed as an admission of liability on the part of any of the Parties hereto, their agents, employees or officers, by whom liability is expressly denied.
- f. The Parties are bound by this Agreement subject only to Bankruptcy Court approval and waive any right to object to approval by the Bankruptcy Court.

V. MISCELLANEOUS

1. Jurisdiction of the Bankruptcy Court. Should any dispute arise regarding this Agreement, the United States Bankruptcy Court for the Central District of California, Riverside Division shall have exclusive jurisdiction to determine the same.

2. Trustee Capacity. The Trustee is signing this Agreement in her capacity solely as Chapter 7 Trustee of the Estate. Nothing contained herein shall in any way impute liability to the Trustee, personally or as a member of any professional organization, or anyone acting on her behalf, including but not limited to her counsel.

3. Further Documentation of Settlement. The Parties agree that they will execute any and all further and additional documents and take all further and additional steps, which may be necessary or convenient to consummate the terms of this Agreement and accomplish the purposes thereof.

4. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties hereto concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, terms, conditions and representations, written or oral, made by any of the Parties hereto or their agents, concerning the matters covered by this Agreement.

5. Modification and/or Amendment. This Agreement may be amended and modified only by a written agreement signed by all of the Parties hereto specifically acknowledging and approving of the modification.

6. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and each of them, and their respective successors, assigns, heirs, partners, agents, interrogators, officers, corporations, partnerships, partners, shareholders, representatives, and each of them.

7. Controlling Law. This Agreement has been entered into in the State of California and this Agreement, including any rights, remedies, or obligations provided for hereunder, shall be construed and enforced in accordance with the laws of the State of California.

8. Severability. If any provision of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining portions of this Agreement and shall not affect the validity and enforceability of such remaining provisions.

9. Effect of Headings. The titles and headings of this Agreement are for convenience and identification only, and shall not be deemed to limit, amplify, or define the contents of the respective sections or paragraphs to which they pertain.

10. Gender. Whenever in this document the context may so require, the masculine gender shall be deemed to include the feminine and neuter genders, and vice-versa.


11. Recitals. Each term of this Agreement is contractual and not merely a recital.

12. Counter-Parts. This Agreement may be executed in one or more counter-parts (multiple signatures) each of which shall be deemed an original, and all of which constitute one and the same instrument.

13. Attorneys' Fees. All Parties shall bear their own attorneys' fees and costs. In the event any claim, dispute and/or litigation arises out of this Agreement, the prevailing party shall be entitled to recovery of its attorneys' fees and costs incurred in prosecuting or defending said claim, dispute and/or litigation.

BY SIGNING THIS AGREEMENT WHERE INDICATED BELOW I CERTIFY THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ALL THE WORDS, LANGUAGE, TERMS AND CONDITIONS CONTAINED HEREIN AND THAT I AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.


Dated: March 15, 2022



Lynda T. Bui
Solely in her capacity as the Chapter 7 trustee for the
bankruptcy estate of *In re Daniel George Crehin and
Carla Maria Crehin*, Case No. 6:21-bk-15160-MH

THE MORTGAGE LAW FIRM, PLC

Dated: March 4, 2022



Renee M. Parker
Attorneys for Real Time Resolutions, Inc.

Exhibit 4

Short Sale Stipulation

1 Lynda T. Bui, Trustee
3550 Vine Street, Suite 210
2 Riverside, California 92507
Telephone: (949) 340-3400
3 Facsimile: (949) 340-3000
Email: trustee.bui@shulmanbastian.com
4

5 Chapter 7 Trustee
6
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
10

11 In re

12 **DANIEL GEORGE CREHIN and**
13 **CARLA MARIA CREHIN,**

14 Debtors.
15
16
17
18
19

Case No. 6:21-bk-15160-MH

Chapter 7

**STIPULATION BETWEEN THE
CHAPTER 7 TRUSTEE AND THE
DEBTORS REGARDING COOPERATION
IN THE SHORT SALE OF PROPERTY OF
THE ESTATE AND WAIVER OF
EXEMPTION IN ANY PROCEEDS
RESULTING THEREFROM**

**[Order Approving the Stipulation
Submitted Concurrently Herewith]**

[No Hearing Set]

20 **TO THE HONORABLE MARK D. HOULE, UNITED STATES BANKRUPTCY JUDGE,**
21 **THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL OTHER PARTIES IN**
22 **INTEREST:**

23 This stipulation ("Stipulation") is made by and between Lynda T. Bui ("Trustee"),
24 solely in her capacity as the Chapter 7 trustee for the bankruptcy estate ("Estate") of Daniel
25 George Crehin and Carla Maria Crehin ("Debtors") and the Debtors through their counsel
26 of record (collectively referred to herein as the "Parties"), based on the following recitals:

27 ///

28 ///

I. RECITALS

1. The Debtors filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on September 29, 2021 ("Petition Date").

2. Lynda T. Bui is the duly appointed, qualified, and acting Chapter 7 trustee for the Estate.

3. The last date to file claims in the case was February 18, 2022. Government claims are due by March 28, 2022. The Court's Claims Register indicates there have been twelve claims filed totaling \$1,760,541.41 consisting of secured claims of \$1,057,119.26, priority tax claims of \$23,291.48 and non-priority general unsecured claims of \$680,130.67.

4. The Debtors' Bankruptcy Schedule A/B reflects that they own the real property located at 10660 Quail Spring Road, Murrieta, California ("Property") and that the fair market value of the Property is \$850,000.00. On their Schedule D, the Debtors list a first mortgage lien in favor of Bank of America, N.A. ("BoFA") in the amount of \$360,000.00 and an equity line of credit in favor of RTR in the amount of \$1,250,000.00. Based on the Schedules, there is no equity in the Property.

5. Without the Trustee's knowledge or consent, the Debtors listed the Property for sale with Sean Byerly of Clear Point Real Estate Services for \$800,000.00 after the Petition Date. They received an offer for \$750,000.00. The Trustee believes the Property can sell for more than that price.

6. After the Petition Date, on October 16, 2021, RTR filed a motion for relief from the automatic stay seeking to foreclose on its second deed of trust encumbering the Property (the "HELOC Lien"). A hearing on said motion has been continued pursuant to agreement between the Trustee and RTR and is currently scheduled for March 29, 2022 at 11:00 a.m.

7. The Trustee and RTR have reached an agreement (the "RTR Agreement") that will provide for the Trustee to employ a broker and begin marketing and short selling the Property. The agreement will provide for payment in full to BoFA and a reduced amount paid to RTR on account of the HELOC Lien in the event the Property is sold for an amount

1 certain. Thus, there would be a benefit to creditors of the Estate if the Trustee can short
2 sell the Property. The Trustee will be filing a Motion seeking approval of the Agreement
3 with RTR, and will be attaching this Stipulation.

4 8. On March 4, 2022, the Trustee filed an application for an order authorizing
5 the employment of Matt Vanderbeek of Pro Realty Group ("Broker") as the Estate's real
6 estate broker to assist the Trustee in the listing, marketing and short sale of the Estate's
7 interest in the Property. The Broker has investigated the Property and believes it has a
8 value of approximately \$999,000.00 and will be listing the Property for this amount.

9 9. The Debtors currently occupy the Property and have advised the Trustee that
10 they are not making any debt service payments related to the Property.

11 10. In fact, the Trustee has entered into an agreement with RTR for the short sale
12 of the Property at a minimum sale price of \$850,000.

13 11. One day prior to the Petition Date, on September 28, 2021, the Debtors filed
14 a complaint in the Riverside County Superior Court entitled *Crehin v. MTC Financial Inc.*
15 *and Real Time Resolutions, Inc.*, Case No. CVSW2108296 (the "State Court Action"). The
16 complaint seeks damages for an unspecified amount for violation of the Truth in Lending
17 Act, violation of the Federal and Rosenthal Fair Debt Collections Practices Act, unfair
18 business practices and violations of California Civil Code. The Debtors scheduled the
19 interest in a "Lawsuit" on Schedule A/B with a value of \$0.00, but did not list the State Court
20 Action in their Statement of Financial Affairs. The State Court Action is an asset of the
21 Estate.

22 II. AGREEMENT

23 **WHEREFORE**, based on the foregoing, it is stipulated and agreed between the
24 Trustee and the Debtors as follows:

25 1. The Trustee will market the Property for a short sale. The short sale is
26 expressly conditioned on approval of the Bankruptcy Court and the terms of the settlement
27 reached with RTR.

28

2. During the Trustee's marketing of the Property, the Debtors agree to cooperate with the Trustee in maintaining the Property which includes, but is not limited to: (a) maintaining the Property in good condition; (b) ensuring that there are no transfers of any interests in the Property or that the Property is further encumbered with any liens; and (c) unless the lender has force placed insurance, maintaining current liability and hazard insurance for the Property, naming the Trustee as loss payee, and providing an updated proof of continuing coverage with each insurance renewal on the Property.

3. The Debtors agree to cooperate with the Trustee's efforts to market the Property for a short sale and cooperate in the short sale process, including providing information as necessary and cooperate with the Broker.

4. Once ready, the Trustee will file a Motion with the Bankruptcy Court to request approval of the short sale. The Debtors will be served with any sale motion which will provide notice of the sale date and estimated closing (shortly after the Court approves the sale). Such sale motion will provide that upon the close of escrow payment of all expenses associated with the short sale, including (i) payment of 5% real estate brokerage commission to the Trustee's realtor and reimbursement of the realtor's out-of-pocket expenses, (ii) payment of 1% of the sale price to the Debtors, which 1% represents the Trustee's realtor's carve out of its total 6% real estate commission such that the Estate would not be paying any more than the standard commission to a broker for sale of real estate property, (iii) a 20% net proceeds payment to the Estate to provide for meaningful distribution on allowed unsecured claims. Thus, the Property will not be sold unless the Estate receives funds to pay creditors.

5. Once the short sale of the Property is approved by the Bankruptcy Court, the Trustee will advise the Debtors of the date and time they need to surrender the Property, which date will in no event be later than 1 business day before the close of escrow.

6. The Debtors will vacate and surrender in broom clean condition the Property, including any and all parking and storage spaces on the Property. In addition, upon vacating, the Debtors must turn over to the Trustee all keys, garage openers, security or

1 computer codes, combinations to locks and any other implement or code or opening
2 devices necessary to access and secure the Property, and ensure that they and all those
3 who use the Property vacate and leave the Property, removing all of their respective
4 personal property, except fixtures, from the Property without causing material damage to
5 or leaving excess debris at the Property.

6 7. The Debtors agree that any payment to the Estate through the short sale of
7 the Property shall be used by the Estate for payment of administrative claims of the Estate
8 and allowed unsecured claims against the Estate.

9 8. As the Property is encumbered by liens that exceed its value and there is no
10 equity, the Debtors agree that they will not be entitled to an exemption nor will they file
11 amended schedules to claim an exemption in the Property and/or the funds generated
12 from the sale of the Property and hereby waive any right to any such exemption. However,
13 the Trustee's broker has agreed to provide the Debtors with 1% of the broker's total 6%
14 commission upon closing.

15 9. The Trustee reserves the right, in her sole discretion, to determine not to sell
16 the Property if doing so does not benefit the Estate.

17 Dated: March __, 2022

/s/ Lynda T. Bui

18 Lynda T. Bui

19 Chapter 7 Trustee for the bankruptcy estate of
20 Daniel George Crehin and Carla Maria Crehin

21 Dated: March 26, 2022

Daniel George Crehin

22 Daniel George Crehin
23 Debtor

24 Dated: March 26, 2022

Carla Maria Crehin

25 Carla Maria Crehin
26 Debtor
27
28

APPROVED AS TO FORM AND CONTENT.

Dated: March __, 2022

BANKRUPTCY LAW PROFESSIONALS

/s/ Brian J. Soo-Hoo

Brian J. Soo-Hoo

Attorney for the Debtors, Daniel George Crehin and
Carla Maria Crehin

Exhibit 5

Purchase Agreement



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Main Document Page 95 of 129
**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
(C.A.R. FORM RPA, 12/21)

Date Prepared: March 20, 2022

1. OFFER:

A. **THIS IS AN OFFER FROM** Joel Creef, Nicole Creef ("Buyer").
B. **THE PROPERTY** to be acquired is 10660 Quail Springs Rd, situated
in Murrieta (City), Riverside (County), California, 92562 (Zip Code),
Assessor's Parcel No(s). 901-070-009 ("Property").

(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**

D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.

B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.

Seller's Brokerage Firm Pro Realty Group License Number 012702 03

Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).

Seller's Agent Matt Vanderbeek License Number 01270203

Is (check one): ☒ the Seller's Agent. (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).

Buyer's Brokerage Firm Keller Williams Realty License Number 01934115

Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).

Buyer's Agent MELINDA DEL CONTE/Cesi Pagano License Number 01902103 / 01043716

Is (check one): ☒ the Buyer's Agent. (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).

C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).

D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	<u>\$ 1,000,000.00</u>	<input type="checkbox"/> All Cash
B		Close of Escrow (COE)	<input checked="" type="checkbox"/> <u>45</u> Days after Acceptance OR on <input type="checkbox"/> (date)	
C	32A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or (date), at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount	<u>\$ 30,000.00</u> (<u>3.0</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or <u> </u>) business days after Acceptance by wire transfer OR <input type="checkbox"/>
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	<u>\$</u> (<u> </u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> (date) OR <input type="checkbox"/>
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	<u>\$ 800,000.00</u> (<u>80.0</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate not to exceed <u> </u> % Buyer to pay <u>zero</u> points or up to <u> </u> % of the loan amount 17 (or <u> </u>) Days after Acceptance	Conventional or, if checked, <input type="checkbox"/> FHA <input type="checkbox"/> VA (CAR Forms FVAC, HID attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: <u> </u>
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	<u>\$</u> (<u> </u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate not to exceed <u> </u> % Buyer to pay <u>zero</u> points or up to <u> </u> % of the loan amount	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: <u> </u>
E(3)	7A	Occupancy Type	Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment	
F	5D	Balance of Down Payment	<u>\$ 170,000.00</u>	
		PURCHASE PRICE TOTAL	<u>\$ 1,000,000.00</u>	

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RPA 12/21 (PAGE 1 OF 16)

Buyer's Initials

DS
4C, NC

Seller's Initials

DS
AB



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 16)

Keller Williams Realty, 27941 La Paz, #C Laguna Niguel CA 92677
MELINDA DEL CONTE

Phone: 9493035997

Fax:

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201

www.lwolf.com

Creef - 10660

EXHIBIT "5"

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer <input type="checkbox"/> \$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance <input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input checked="" type="checkbox"/> Fully underwritten preapproval
I	Intentionally Left Blank		
J	16	Final Verification of Condition	5 (or _____) Days prior to COE
K	23	Assignment Request	17 (or _____) Days after Acceptance
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance <input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance <input checked="" type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.	17 (or _____) Days after Acceptance 17 (or _____) Days after Acceptance REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. <input type="checkbox"/> CR attached
L(4)	8D, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later
L(5)	8E, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later
L(6)	8F, 11K	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	
M		Possession	Time for Performance
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.
M(2)	7C	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)
M(3)		Tenant Occupied units	See Tenant Occupied Property Addendum (C.A.R. form TOPA) If tenant occupied <input type="checkbox"/> TOPA or <input type="checkbox"/> Other, attached
N		Documents/Fees/Compliance	Time for Performance
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after receipt
N(3)	11K(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance
N(5)	28	Evidence of representative authority	3 Days after Acceptance
O	Intentionally Left Blank		

RPA 12/21 (PAGE 2 OF 16)

Buyer's Initials

FL, MC

Seller's Initials

AB



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 2 OF 16)

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Creef - 10660

EXHIBIT "5"

P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s); Additional Items included: <input type="checkbox"/> _____; </div> <div> <input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment; </div> <div> <input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs; </div> </div>		
P(2)	9	Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;		
Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Provided by: <u>Disclosure Source</u>	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	10B(2)(A)	Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(7)	19B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Each to pay their own fees	Escrow Holder: _____
Q(8)	13	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	Title Company (If different from Escrow Holder): _____
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(12)	11K(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(16)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(17)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(18)	10C	Home warranty plan: _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer waives home warranty plan Issued by: _____	Cost not to exceed \$ _____
R	OTHER TERMS: _____			

RPA 12/21 (PAGE 3 OF 16)

Buyer's Initials

DS
 4L, MC

Seller's Initials

DS
 [Signature]



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 3 OF 16)

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EXHIBIT "5"

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☐ Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
☐ Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
☐ Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
☐ Other

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Addendum # _____ (C.A.R. Form ADM) ☒ Short Sale Addendum (C.A.R. Form SSA)
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☒ Court Confirmation Addendum (C.A.R. Form CCA)
☒ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☐ Other ☐ Other

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- ☒ Buyer's Investigation Advisory (C.A.R. Form BIA) ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
☒ Wire Fraud Advisory (C.A.R. Form WFA) ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
 (Parties may also receive a privacy disclosure from their own Agent.)
☒ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☒ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Trust Advisory (C.A.R. Form TA) ☒ Short Sale Information and Advisory (C.A.R. Form SSIA)
☐ REO Advisory (C.A.R. Form REO) ☐ Probate Advisory (C.A.R. Form PA)
☐ Other ☐ Other

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.**A. DEPOSIT:**

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
 (2) **INCREASED DEPOSIT:** Increased deposit specified in **paragraph 3D(2)** is to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
 (3) **RETENTION OF DEPOSIT:** Paragraph 29, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.**C. LOAN(S):**

- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(1)**.
 (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(2)**.
 (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
 (4) **FHA/VA:** If **FHA or VA is checked in paragraph 3E(1)**, a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.**E. LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.**6. ADDITIONAL FINANCING TERMS:****A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.**B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

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C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. OCCUPANCY: Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.

B. CONDITION OF PROPERTY ON CLOSING:

- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.

D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.**

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12**.

D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review of Seller's documents required in **paragraph 14A**.

RPA 12/21 (PAGE 5 OF 16)

Buyer's Initials

DS
 4L, MC

Seller's Initials

DS
 [Signature]



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 5 OF 16)

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EXHIBIT "5"

E. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11K** ("CI Disclosures").

G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

I. REMOVAL OF CONTINGENCY OR CANCELLATION:

- (1) For any contingency specified in **paragraph 3L** or **8**, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

J. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window), attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P**, if currently existing at the time of Acceptance.
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P** or excluded by Seller in a counter offer.
- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

RPA 12/21 (PAGE 6 OF 16)

Buyer's Initials

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Seller's Initials

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 [Handwritten Initials]



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 6 OF 16)

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EXHIBIT "5"

- C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**
- 10. ALLOCATION OF COSTS:**
- A. INSPECTIONS, REPORTS AND CERTIFICATES:** Paragraphs 3Q(1), (2), (3), and (5) only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).
- B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**
- (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4) and paid by the Party specified in paragraph 3Q(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
- (2) **POINT OF SALE REQUIREMENTS:**
- (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by Party specified in paragraphs 3Q(5) and 3Q(6). Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
- (B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
- (3) **REINSPECTION FEES:** If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
- (4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.
- C. HOME WARRANTY:**
- (1) Buyer shall choose the coverages, regardless of any optional coverages indicated, of the home warranty plan and Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in paragraph 3Q(18). Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.
- (2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**
- 11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**
- (1) Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).
- (2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.
- (3) Seller shall, within the time specified in paragraph 3N(1), provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.
- (4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**



B. LEAD DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY: For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).

D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).

E. WAIVER PROHIBITED: Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1), 11B, 11C, and 11D** are prohibited by Law.

F. RETURN OF SIGNED COPIES: Buyer shall, within the time specified in **paragraph 3L(3)** OR **5 Days** after Delivery of any disclosures specified in **paragraphs 11 A, B, C or D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.

G. TERMINATION RIGHTS:

- (1) **Statutory and Other Disclosures:** If any disclosure specified in **paragraphs 11A, B, C, or D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
- (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

H. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

I. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

J. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

K. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

L. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

RPA 12/21 (PAGE 8 OF 16)

Buyer's Initials

LC, MC

Seller's Initials

SB



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 8 OF 16)

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EXHIBIT "5"

M. KNOWN MATERIAL FACTS: Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A.** Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B.** Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general home inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) Any other specific inspections of the physical condition of the land and improvements.
 - (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
 - (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 10, 11, and 14A**.
- C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 13A, and 13D.

B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**

- (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with paragraph 11.
- (2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in paragraph 11A or 11B, is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11G.
- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 14C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14C(1).

C. **SELLER RIGHT TO CANCEL:**

- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Return Statutory and Other Disclosures as required by paragraph 11F; (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 13E; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 5A(2) and 29; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 28; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. **BUYER RIGHT TO CANCEL:**

- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

RPA 12/21 (PAGE 10 OF 16)

Buyer's Initials

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Seller's Initials

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 10 OF 16)

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EXHIBIT "5"

- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 15. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 16. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

RPA 12/21 (PAGE 11 OF 16)

Buyer's Initials

LC, MC

Seller's Initials

JB



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 11 OF 16)

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EXHIBIT "5"

19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11K(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 27, 28, 32, 33, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A or paragraph C of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.
- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11H, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11H.
- D. Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to paragraph 18A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraphs 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
20. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
21. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
22. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 30A.
23. **ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA).
24. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
25. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.

RPA 12/21 (PAGE 12 OF 16)

Buyer's Initials

Buyer's Initials: [Handwritten initials]

Seller's Initials

Seller's Initials: [Handwritten initials]



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 12 OF 16)

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EXHIBIT "5"

- B. "Agent" means the Broker, salesperson, Broker Associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
- C. "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
- D. "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
- E. "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
- F. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
- G. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
- H. "Copy" means copy by any means including photocopy, facsimile and electronic.
- I. "Counting Days" is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
- J. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.
- K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- N. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in **paragraph 32** or **paragraph 33**.
- O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
- P. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
26. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
27. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
28. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 32** or **33** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within the time specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

RPA 12/21 (PAGE 13 OF 16)

Buyer's Initials

LC, MC

Seller's Initials

JB



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 13 OF 16)

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29. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to Liquidated Damages):

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials

4L M

Seller's Initials

AB

30. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 31B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 31C; and (iii) Agent's rights and obligations are further specified in paragraph 31D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

31. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR ☐ . The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials

4L M

Seller's Initials

AB

4L M

AB



32. BUYER'S OFFER

- A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**
- B. ☐ **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
 - (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

C. The RPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **BUYER SIGNATURE(S):**

(Signature) By, [Signature] Date: 3/20/2022 | 9:52 AM PD

Printed name of BUYER: Nicole Creef

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, [Signature] Date: 3/20/2022 | 9:48 AM PD

Printed name of BUYER: Nicole Creef

☐ Printed name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

33. ACCEPTANCE

A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

☒ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☐ **Entity Sellers:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

C. The RPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **SELLER SIGNATURE(S):**

(Signature) By, [Signature] Date: 3/25/22

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

RPA 12/21 (PAGE 15 OF 16)

Buyer's Initials

DS
4C, NC

Seller's Initials

AB



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 15 OF 16)

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EXHIBIT "5"

REAL ESTATE BROKERS SECTION:

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm Keller Williams Realty Lic. # 01934115

By Melinda Del Conte MELINDA DEL CONTE/Cesi Pagano Lic. # 01902103 / 01043716 Date 3/20/2022 | 9:46 AM PDT

By Cesi Pagano Lic. # _____ Date 3/20/2022 | 9:46 AM PDT

☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.

☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es):

Email mel@cesipagano.com

Text # (949)303-5997

Alternate: _____

☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address 27941 La Paz, #C City Laguna Niguel State CA Zip 92677

B. Seller's Brokerage Firm Pro Realty Group Lic. # 01270203

By Matt Vanderbeek Matt Vanderbeek Lic. # 01270203 Date 3-23-22

By _____ Lic. # _____ Date _____

☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.

☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):

Email MATT VANDERBEEK@gmail.com

Text # 949-795-8914

Alternate: _____

☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address _____ City _____ State _____ Zip _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 19 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: MV Seller's Brokerage Firm presented this offer to Seller on 3/20/22 (date).

Agent or Seller Initials

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RPA 12/21 (PAGE 16 OF 16)

Buyer's Initials

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Seller's Initials

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EXHIBIT "5"



Main Document Page 111 of 129
SHORT SALE ADDENDUM
 (C.A.R. Form SSA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☐ Counter Offer, ☐ Other

("Agreement"), dated 03/20/2022,

on property known as 10660 Quail Springs Rd, Murrieta, CA 92562 ("Property"),

between Joel Creef, Nicole Creef ("Buyer")

and _____ ("Seller").

Buyer and Seller are referred to as the "Parties."

1. SHORT SALE APPROVAL:

- A. This Agreement is contingent upon Seller's receipt of and Delivery to Buyer of a Seller-approved written consent ("Short Sale Lenders' Consent") to the Agreement from all existing secured lenders and lienholders ("Short Sale Lenders"), by 5:00PM no later than **45** (or ☐ _____) Days after Acceptance (or ☐ on _____ (date) ("Short Sale Contingency Date"). If Buyer or Seller cancels the Agreement prior to the Short Sale Contingency Date, that Party may be in breach of the Agreement unless the cancellation is made pursuant to some other paragraph in this addendum or in the Agreement, whether or not time periods in the Agreement have commenced.
 - B. Short Sale Lenders' Consent means that all Short Sale Lenders shall collectively agree to reduce their respective loan balances by an amount sufficient to permit the proceeds from the sale of the Property to pay the existing balances on loans secured by the Property, real property taxes, brokerage commissions, closing costs, and other monetary obligations the Agreement requires Seller to pay at Close Of Escrow (including, but not limited to, escrow charges, title charges, documentary transfer taxes, prorations, retrofit costs, Homeowners Association Fees and Repairs) without requiring Seller to place any funds into escrow or have any continuing obligation to Short Sale Lenders, approved by Seller prior to Delivery to Buyer.
 - C. (i) Seller shall Deliver to Buyer a copy of Short Sale Lenders' Consent or term sheet(s) within 3 (or ☐ _____) Days after receipt and approval by Seller. (ii) Seller's presentation to Buyer of Short Sale Lenders' Consent satisfying 1B removes the contingency in 1A.
 - D. If by the Short Sale Contingency Date, (i) Seller has not received Short Sale Lenders' Consent satisfying 1B, Seller may in writing cancel the Agreement, or (ii) Buyer has not received a copy of Short Sale Lenders' Consent satisfying 1B, Buyer may cancel the Agreement in writing. In either case, Buyer shall be entitled to return of any remaining deposit delivered to escrow.
 - E. Seller shall reasonably cooperate with existing Short Sale Lenders in the short sale process, but neither Seller nor Buyer is obligated to change the terms of their Agreement to satisfy Short Sale Lenders' consent or term sheet(s).
 - F. If Short Sale Lenders' written consent or term sheet(s) provided to Seller require changes to the Agreement in order to satisfy the terms of 1B, (i) neither Buyer nor Seller shall be obligated to continue negotiations to satisfy any of the requirements of the term sheet(s) (ii) either Party may in writing cancel the Agreement and (iii) Seller is advised to seek legal, accounting and tax advice before agreeing to any such changes. Both Parties must agree in writing to the changes to the written consent or term sheet(s), before continuing under the terms of the Agreement. If the Agreement is cancelled pursuant to this paragraph, Buyer shall be entitled to return of any remaining deposit delivered to escrow.
- 2. TIME PERIODS.** Time periods in the Agreement for inspections, contingencies, covenants, and other obligations: (i) shall begin the Day after Seller Delivers to Buyer Short Sale Lenders' Consent satisfying 1B and 1F. However, time periods for providing pre-approval/pre-qualification letters and verification of down payment and closing costs shall nonetheless begin as otherwise specified in the Agreement; or (ii) (if checked) ☐ shall begin as specified in the Agreement.
- 3. BUYER'S DEPOSIT CHECK.** Buyer's deposit check shall be Delivered to escrow within: (i) 3 business days after Seller Delivers to Buyer Short Sale Lenders' Consent satisfying 1B and 1F, or (ii) (if checked) ☐ as specified in the Agreement.
- 4. NO ASSURANCE OF LENDER APPROVAL.** Parties understand that Short Sale Lenders: (i) are not obligated to give consent to a short sale; (ii) may require Seller to forward any other offer received; and (iii) may give consent to other offers. Additionally, Short Sale Lenders may require that, in order to obtain their approval for a short sale, some terms of the Agreement, such as the Close of Escrow, be amended or that Seller sign a personal note or some other obligation for all or a portion of the amount of the secured debt reduction. Parties do not have to agree to any of Short Sale Lenders' proposed terms. Buyer, Seller and Brokers do not have control over whether Short Sale Lenders will consent to a short sale, or control over any act, omission, or decision by any Short Sale Lender in the short sale process.
- 5. BUYER AND SELLER COSTS.** Parties acknowledge that each of them may incur costs in connection with rights or obligations under the Agreement. These costs may include, but are not limited to, payments for loan applications, inspections, appraisals, and other reports. Such costs will be the sole responsibility of the Party incurring them if Short Sale Lenders do not consent to the transaction or either Party cancels the transaction pursuant to the Agreement.

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SSA REVISED 12/21 (PAGE 1 OF 2)

Buyer's Initials

JS

NC

Seller's Initials

[Signature]



SHORT SALE ADDENDUM (SSA PAGE 1 OF 2)

Keller Williams Realty, 27941 La Paz, #C Laguna Niguel CA 92677
 MELINDA DEL CONTE

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

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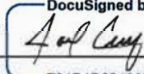

Creef - 10660

EXHIBIT "5"

Property Address: **10660 Quail Springs Rd, Murrieta, CA 92562**Date: **03/20/2022**

- 6. OTHER OFFERS.** Unless otherwise agreed in writing, after Buyer's offer has been accepted by Seller, (i) Seller has the right to continue to market the Property for back-up offers; (ii) Seller has the right to accept back-up offers (C.A.R. Form BUO), and subject to Short Sale Lender(s) requirements present to Short Sale Lender(s) any accepted back-up offers that are received; and (iii) Seller shall notify buyer when any accepted back-up offers, are presented to Short Sale Lender(s).
- 7. CREDIT, LEGAL AND TAX ADVICE.** Seller is informed that a short sale may have credit or legal consequences and may result in taxable income to Seller. **Seller is advised to seek advice from a qualified California real estate and tax attorney, certified public accountant or other expert regarding such potential consequences of a short sale.**

By signing below, Parties each acknowledge that they have read, understand, accept and have received a copy of this Short Sale Addendum.

Buyer		DocuSigned by:	Joel Creef	Date	3/20/2022 9:52 AM PDT
Buyer	701B4D68488D487...	DocuSigned by:	Nicole Creef	Date	3/20/2022 9:48 AM PDT
Seller				Date	
Seller				Date	3/25/22

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EXHIBIT "5"



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Main Document Page 113 of 129

COURT CONFIRMATION ADDENDUM

(C.A.R. Form CCA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☐ Counter Offer No. _____, ☐ Other _____

dated March 20, 2022, on property known as 10660 Quail Springs Rd, Murrieta, CA 92562 ("Agreement"), ("Property"),

between Joel Creef, Nicole Creef ("Buyer"),

and _____ ("Seller").

Buyer and Seller are referred to as the "Parties."

The Agreement is contingent upon court confirmation on or before 6/27/22 (date). If court confirmation is not obtained by that date, either Buyer or Seller may cancel the Agreement in writing. Court confirmation may be required in probate, conservatorship, guardianship, receivership, bankruptcy, divorce or other proceedings. The court may allow open, competitive bidding, resulting in the Property being sold to the highest bidder. Broker recommends that Buyer appear at the court confirmation hearing. Buyer understands that (i) Broker and others may continue to market the Property; and (ii) Broker may represent other competitive bidders prior to and at the court confirmation.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of this Court Confirmation Addendum.

Buyer Joel Creef Date 3/20/2022 | 9:52 AM PT

Buyer Nicole Creef Date 3/20/2022 | 9:48 AM PT

Seller [Signature] Date 3/28/22

Seller _____ Date _____

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COURT CONFIRMATION ADDENDUM (CCA PAGE 1 OF 1)

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Creef - 10660

EXHIBIT "5"

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SELLER MULTIPLE COUNTER OFFER No. 1
(C.A.R. Form SMCO, Revised 12/21)Date 03/23/2022

This is a counter offer to the Purchase Agreement, OR ☐ Buyer Counter offer No. _____, ☐ Other _____ ("Offer"),
dated 03/20/2022, on property known as 10660 Quail Springs Rd, Murrieta, Ca 92562 ("Property"),
between Joel Creef and Nicole Creef ("Buyer")
and Lynda T. Bui BK Trustee for the Estate of Daniel George Crehin and Carla Maria Crehin ("Seller").
Buyer and Seller are referred to as the "Parties."

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:

- A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in paragraph 1D of this or another Counter Offer.
- B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.
- C. Any previous unaccepted Seller Counter Offer is hereby withdrawn and revoked.
- D. **OTHER TERMS:**

1.) All remaining contingencies to be removed within 14 days of acceptance.

2.) Close of Escrow to be as soon as possible but no later than 14 days after court approval.

3.) Seller choice of all services and reports with Escrow to be A&A Escrow.

4.) Property is being sold in AS IS condition with no expressed/Implied warranties.

5.) Sale subject to Short sale approval, Bankruptcy Court approval and overbid.

6.) Seller will not pay for a home warranty, termite report, government requirements/retrofit or any repairs.

- E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by both Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid):

- ☐ Addendum # _____ (C.A.R. Form ADM)
- ☐ Back Up Offer Addendum (C.A.R. Form BUO)
- ☐ Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
- ☐ Seller Purchase of Replacement Property (C.A.R. Form SPRP)
- ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA)
- ☐ Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
- ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- ☒ Other Trustee's Addendum / Counter Offer ☐ Other _____

2. **BINDING EFFECT:** Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller Signs in **paragraph 5**, Buyer Signs in **paragraph 7**, Seller signs in **paragraph 8**, and Buyer receives a Copy of the Multiple Counter Offer with all of the signatures. (Note: Prior to the completion of all of the foregoing, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.)
3. **EXPIRATION OF SELLER MULTIPLE COUNTER OFFER:** This Multiple Counter Offer shall be deemed revoked and the deposits shall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in **paragraph 5** (if more than one Seller, then the last date) (or by ☐ AM/☐ PM on _____ (date)), (i) this Seller Multiple Counter Offer is Signed in **paragraph 7** by Buyer, and (ii) a copy of the Multiple Counter Offer Signed by Buyer is personally received by Seller or Seller's Authorized Agent.
4. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Seller selection of this Multiple Counter Offer.
5. **OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED.** The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed.

Lynda T. Bui BK Trustee for the Estate of Daniel George Date 3/25/22

Date _____

6. **ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER:** Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Signs in **paragraph 5** (if more than one Seller, then the last date) (or by ☐ AM/☐ PM on _____ (date)) (i) it is Signed in **paragraph 8** by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in **paragraph 8** is personally received by Buyer or Buyer's Agent who is authorized to receive it.

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SMCO REVISED 12/21 (PAGE 1 OF 2)



SELLER MULTIPLE COUNTER OFFER (SMCO PAGE 1 OF 2)

Pro Realty Group, 54 Endless Vista
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www.lwof.com

10660 Quail

EXHIBIT "5"

7. **ACCEPTANCE:** Buyer accepts the above Multiple Counter Offer (If checked ☐ **SUBJECT TO THE ATTACHED COUNTER OFFER No. _____**) and acknowledges receipt of a Copy. DocuSigned by:

DocuSigned by:

Joel Creef

Date 3/26/2022 | 8:43 AM P

Nicole Creef

Date 3/26/2022 | 8:44 AM

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8. **SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER:** By Signing below, Seller accepts this Multiple Counter Offer. **NOTE TO SELLER:** Do NOT Sign in this box until after Buyer Signs in **paragraph 7**. DO NOT Sign in this box if this Seller Multiple Counter Offer is subject to an attached Counter Offer.

Date

3/28/22

Date

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10660 Quail

EXHIBIT "5"

ADDENDUM TO COUNTER-OFFER NO. 1

This Addendum to **Counter-Offer No. 1** ("Addendum") is intended to set forth the terms and conditions of a contract for the purchase by and sale to Joel Creef & Nicole Creef ("Buyer") from Lynda T. Bui, solely in her capacity as Chapter 7 Trustee for the bankruptcy estate ("Bankruptcy Estate") of ***In re Daniel George Crehin and Carla Maria Crehin, Case No. 6:21-bk-15160-MH*** ("Seller" or "Trustee"), of the real property commonly known as **10660 Quail Spring Road, Murrieta, California** ("Property"). When fully executed below, this Addendum will constitute conclusive evidence of the contract for the sale and purchase of the Property (the "Sale") and the Parties' agreement for the sale, subject to approval by the Bankruptcy Court in the Debtor's bankruptcy case and further or more complete documentation at the Seller's discretion. **This Addendum replaces and supersedes the California Residential Purchase Agreement and Joint Escrow Instructions dated March 20, 2022.**

1. ESCROW; TITLE COMPANY; PURCHASE PRICE; DEPOSIT.

The escrow holder shall be **A & A Escrow Services, Inc., Antonia Delgado, Escrow Officer, 415 N. Crescent Drive, Suite 320, Beverly Hills, CA 90210; Telephone: (310) 550-6055; email: antonia@aaescrow.com** ("Escrow Holder").

Owner's title policy shall be issued by **Stewart Title, Mindy Beckham, Title Officer, 4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362; Telephone: (805) 367-5628; email: WLvttitle@stewart.com** ("Title Company").

The purchase price for the Property shall be **One Million Dollars (\$1,000,000.00)** ("Purchase Price") subject to overbids. Buyer shall make an initial deposit of **Thirty thousand Dollars (\$30,000.00)** ("Initial Deposit") in the form of cashier's check or wire transfer made payable and delivered to Escrow Holder within three (3) business days of acceptance of this Counter-Offer by Buyer, Seller's execution of the Affirmation Addendum in the form attached hereto as **Exhibit A**, and Buyer's receipt of a copy of the fully executed Counter-Offer and the Affirmation Addendum.

Buyer shall deliver to the Trustee, within three (3) days of mutual execution of this Addendum upon this Counter-Offer, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition contemplated herein, which proof shall be in the form of a letter of credit; loan commitment or other form acceptable to the Trustee in the Trustee's sole discretion. In the event that either (i) Buyer fails timely to provide any such proof, or (ii) the Trustee determines, in the Trustee's sole discretion, that any proof of funds provided to Trustee by Buyer is unacceptable, the Trustee shall have the right, at the Trustee's option, to provide written notice to Buyer that this Counter-Offer is terminated. In the event that the Trustee exercises such termination right, this Counter-Offer shall terminate effective as of the date of Trustee's written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Trustee shall each be relieved of any further obligation hereunder.

Escrow instructions corresponding to the terms of this Addendum shall be provided by the Escrow Holder and signed by the parties within five (5) business days of the date of Buyer's and Seller's receipt of said escrow instructions. Buyer and Seller shall deposit such documents and instruments

with the Escrow Holder as and when reasonably required to complete the sale. Buyer shall be free to assign this Addendum to another person or entity ("Assignee") subject to Seller's prior review and written approval (which approval Seller may grant or withhold in its sole discretion), but Buyer shall remain liable hereunder, together with such Assignee, in the event that such Assignee fails to perform any of Buyer's obligations hereunder.

2. BUYER'S DUE DILIGENCE AND CANCELLATION RIGHT. Buyer Acknowledges that he/she is familiar with the Property and that the Buyer has previously viewed the Property and that the sale shall be without any contingencies or due diligence requirements of the Buyer. Nevertheless, at Buyer's sole expense, Buyer shall have fourteen (14) calendar days from the date of execution hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this purchase of the Property, including, but not limited to and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer. Buyer may, not later than the end of that period, give Seller written notice of Buyer's election to withdraw from this Addendum because of Buyer's inability to complete or dissatisfaction with the results of any of those matters ("Notice of Cancellation"), in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's deposit. If Buyer fails to give such Notice of Cancellation as within such period, all such contingencies shall be automatically removed as set forth in Paragraph 4 and Buyer's obligation to proceed shall be non-contingent except as provided herein for, (i) Buyer's review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 3), and (ii) Bankruptcy Court approval of this Addendum and the Sale (including as set forth in Paragraph 7).

3. TITLE; TITLE INSURANCE. Within three (3) business days after acceptance of the Counter Offer, Title Company will be instructed to provide a preliminary report of the condition of title to the Property, including copies of underlying documents referred to in Schedule B thereof, for Buyer's review. Buyer may, not later than the end of the period in this paragraph, or until three (3) days after receipt of the preliminary report and underlying documents, whichever occurs later, give Seller written notice ("Notice of Title Disapproval") that Buyer disapproves the condition of title with respect to a material matter(s) that interferes with the use of the Property for the purpose for which it is currently used or intended to be used. Such notice must refer to the specific exception(s) in Schedule B of the preliminary report and the specific underlying document(s) which are the basis for Buyer's disapproval. Within five (5) business days after receipt of such notice, Seller may, in Seller's sole discretion, either (i) cancel this Addendum and the sale, in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's Deposit, or (ii) elect to correct the item(s) that was disapproved by Buyer, in which event the sale shall proceed. Seller may correct such item by any means that will result in the Title Company either removing the disapproved exception(s) from the preliminary report or providing title insurance coverage by endorsement against such exception(s). At the close of the sale, Seller shall convey and Buyer shall accept title to the Property as shown in Schedule B of the preliminary report, subject to any corrections as in this paragraph above, free and clear of all monetary liens, subject to the terms of the within contract. Seller shall pay the costs of a CLTA Standard Owner's policy of title insurance.

4. REMOVAL OF CONTINGENCIES; COURT CONFIRMATION; CLOSING; DELIVERY OF POSSESSION. If Buyer does not give Seller written Notice of Cancellation as

and when provided in Paragraph 2, or Notice of Title Disapproval as and when provided in Paragraph 3, Buyer's silence shall be deemed acceptance of title and Buyer shall be deemed to have satisfied and removed all of Buyer's contingencies related and to proceed with the Sale. Seller shall then file a motion with the Bankruptcy Court to confirm this sale. Upon such removal of title contingencies, Buyer shall be unconditionally obligated to proceed with the sale, subject only to Bankruptcy Court confirmation as set forth below. If the Bankruptcy Court confirms the sale to Buyer, the closing shall take place as soon as practicable after entry of the order approving the sale, but no later than the first business day after fourteen (14) calendar days following the entry of such order. The Trustee shall have sole discretion to extend the closing in writing. The closing shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be delivered to Buyer upon Escrow Holder's confirmation of recording.

5. **BANKRUPTCY SALE.** Buyer acknowledges that Seller is a Trustee appointed to administer the above referenced Bankruptcy Estate, and is a party to this Addendum solely in that capacity. Seller and Brokers and agents have not and will not determine the condition or fitness for use of the Property for any particular purpose. The sale shall be "as is," "where is," "with all faults," and with no warranty by or recourse whatsoever to Seller or Brokers or agents herein. Transfer of the Property shall be by Quit Claim Deed. All parties acknowledge that Seller is a party to this Addendum solely in the capacity as Trustee of the above referenced Bankruptcy Estate and that in the event of any default in the performance of any of Seller's obligations under the Offer (as modified hereby) or in the event that any other claim is asserted against the Seller, Trustee or the Bankruptcy Estate in connection with this transaction, the Trustee, including his agents, attorneys, and other representatives, shall in no event have any personal liability whatsoever (whether in the Trustee's individual capacity or otherwise), it being expressly understood and agreed that Buyer's sole recourse, if any, in such event shall be to the assets of such Bankruptcy Estate.

6. **TAXES; PRORATIONS; COSTS OF SALE.** All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner's association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Addendum. Seller shall not be responsible to pay any one-year home warranty plan.

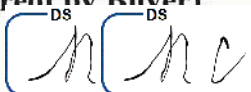
7. **BANKRUPTCY COURT APPROVAL; OVERBIDDING.** The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers' commissions is also subject to notice to creditors and approval by the Bankruptcy Court. Buyer acknowledges and agrees that Seller may not seek to obtain the

Bankruptcy Court's approval if Seller has determined that it would be in the best interest of the Bankruptcy Estate not to do so.

8. **BROKERS.** Subject to Bankruptcy Court approval, Seller will pay a real estate agent's commission of **six percent (5%)** of the purchase price of the Property to be divided as follows: (i) three percent (2.5%) to **Pro Realty Group (Matt Vanderbeek)** representing the Seller; and (ii) three percent (2.5%) to **Keller Williams Realty (Melinda Del Conte)** representing the Buyer. All such Brokers and agents are collectively referred to herein as the "Brokers." **The Trustee reserves the right to request a carve-out or reduction of the commission if doing so is the best interest of the Estate.** No commission or compensation shall be due or payable to Brokers in connection with this Addendum or sale except from the cash proceeds of an actual Sale of the Property that closes to Buyer. Buyer hereby represents and warrants that, other than the Brokers, Buyer has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Buyer shall indemnify, defend and protect and hold Seller and the related Bankruptcy Estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as Seller may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted.

9. **MATERIAL CHANGE OF CONDITION.** In the event of any material change in the condition of the Property after the date of acceptance of this Counter-Offer, if Buyer demands repair of any resulting actual damage to the Property, Seller may, at Seller's sole option: (a) elect to terminate this Addendum, in which event Buyer's and Seller's obligations to buy or sell shall terminate and the full Deposit shall be refunded to Buyer; or (b) make required repairs at the Bankruptcy Estate's expense; or (c) assign any insurance proceeds for the damage to the Property to Buyer as of the close of the sale; or (d) credit the cost of such repairs to Buyer through escrow, it being agreed that in the event that Seller elects and complies with subpart 8(b), (c) or (d), Buyer's obligation to proceed with the Sale shall be unaffected by any such material change in the condition of the Property.

10. **REMEDY FOR BUYER'S OR SELLER'S FAILURE TO CLOSE.** Buyer's sole remedy in the event that the sale fails to close as a result of Seller's inability or failure to close for any reason, including but not limited to the reason of failure to obtain approval of the sale by the Bankruptcy Court, shall be the mutual release of Buyer's and Seller's obligations to buy or sell and a full refund of the Deposit (plus any increased thereof by Buyer). **In the event Buyer fails to close the sale for any reason other than Seller's default, after Buyer's contingencies have been removed as under Paragraphs 2 and 3, Buyer's Deposit (plus any increase, thereof by Buyer) shall be paid over to Seller and retained by Seller as liquidated damages without further legal action. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than three percent of the Purchase Price. This provision shall apply equally to the Deposit (and any increase, thereof by Buyer).**

 **er's Initials]**

11. **BANKRUPTCY COURT JURISDICTION.** The U.S. Bankruptcy Court for the Central District of California shall have sole and exclusive jurisdiction to interpret and enforce the

terms of this Addendum and Buyer hereby consents and submits to such exclusive jurisdiction. This Addendum shall be interpreted and enforced pursuant to the laws of the United States of America including the Bankruptcy Code, Title 11, United States Code.

12. "AS-IS," "WHERE-IS" CONDITION; NO WARRANTIES. Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Addendum is made "as-is," "where-is," and "with all faults," except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body, including Buyer's agreement to purchase their own home warranty and comply with any and all government requirements and retrofit, at Buyer's expense, prior to close of escrow; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§ 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§ 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§ 6901, et seq.), the Toxic Substance Control Act (15 U.S. Code § 2601, et seq.), the Clean Water Act (33 U.S. Code § 1251, et seq.), California Health and Safety Code § 25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Addendum, be deemed to have been disclosed to Buyer by the Seller, as well.

13. **BROKERS.** Brokers and agents herein have not and will not perform any inspections, investigations, or due diligence on behalf of Buyer unless otherwise specified herein. Buyer is informed that Buyer must arrange for any inspections and investigations desired by Buyer utilizing suitable third party professionals selected and compensated by Buyer. In no event shall Seller have any liability or responsibility for any representation, warranty, statement made, or information furnished by Brokers or agents herein, or any other person or entity, concerning the Property, this Addendum, or any other matter, unless expressly set forth in writing and signed personally by Seller.

14. **OPPORTUNITY TO INSPECT; BUYER'S SOLE RELIANCE.** Buyer represents, warrants, acknowledges, and agrees that Buyer has been given the opportunity to inspect and investigate the Property and all other facts and circumstances deemed by Buyer relevant and significant, and to review information and documentation affecting the Property. In deciding to proceed with the sale, Buyer is relying solely on Buyer's own inspections and investigation of the Property (including by any outside professionals whom Buyer has elected to engage for such services) and review of such information and documentation, and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor the Brokers and agents herein nor any other person has made or makes any representations as to the accuracy or completeness of such information. Buyer hereby fully and irrevocably releases all such sources and preparers of information and documentation affecting the Property which were retained or engaged by Seller or Brokers or agents from any and all claims that Buyer may now or hereafter have against such sources and preparers of information, for any costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from any such information or documentation. **NEITHER SELLER NOR BROKERS HAVE PROVIDED OR WILL PROVIDE ANY LEGAL OR TAX ADVICE TO BUYER.** Buyer is informed that Buyer must obtain any such advice, if desired by Buyer, from independent professionals selected and engaged by Buyer. **THE SALE WILL NOT BE CONTINGENT ON ANY WRITTEN APPRAISAL OF THE PROPERTY.**

15. **PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS.** **The sale shall be "as is," "where is," "with all faults," and with no warranty by or recourse whatsoever to Seller or Brokers or agents herein.**

A. **BUYER SHALL CONDUCT THOROUGH PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS MAY BE DETERMINED BY BUYER, THROUGH QUALIFIED PROFESSIONALS SELECTED BY BUYER.** Seller and Brokers and agents herein strongly recommend that Buyer fully exercise and not waive such inspections and investigations.

B. Buyer may at his sole discretion select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), pest control licensee(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and investigations of the Property, including, but not limited to, (i) its general structure, plumbing, heating, air conditioning (if any), electrical system, built-in appliances, cesspool/sewer/septic system, well, roof, soils, foundation, mechanical systems, pool, spa, related equipment and filters,

sprinklers, and those other matters affecting the desirability of the Property (all if and only to the extent any such structures, systems, and components are presently a part of the Property); (ii) any actual or potential wood destroying pests or other conditions damaging to the Property or any portion thereof; (iii) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel, chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (iv) the presence or absence of any required governmental permits, inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (v) plans and specifications for the Property; (vi) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (vii) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (viii) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in Paragraph 2.

C. In the event Buyer is dissatisfied with the results of such inspection(s), Buyer may give written Notice of Cancellation to Seller strictly as and within the time provided in Paragraph 2. Buyer's failure to give such notice as and within the period specified therein shall conclusively be deemed Buyer's satisfaction and removal of such contingency and Buyer's election to proceed with the Sale.

16. COMPLETE AGREEMENT; NO OTHER REPRESENTATIONS OR WARRANTIES. Seller shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, contractor, or other person. Buyer further acknowledges and agrees Seller has no obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein. Without limiting any other provision hereof, Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in this Addendum, Buyer is relying solely upon Buyer's own investigation of the Property.

17. WRITTEN AFFIRMATION OF SELLER REQUIRED. Buyer understands that Seller may continue to receive and respond to other offers on the Property and may be making several Counter-Offer concurrently containing the same or different terms. This Counter-Offer shall not be binding until accepted by Buyer and executed by Buyer and Seller on the signature page below; and then approved by Seller, in Seller's sole discretion, in the form of the Seller's Affirmation of Addendum attached hereto as **Exhibit A** which, if so executed by Seller, will constitute Seller's Addendum that Seller will sell the Property to Buyer, subject to Bankruptcy Court approval, the rights of any overbidding parties, and the terms and conditions of this Addendum. Buyer further acknowledges that it would be imprudent and unrealistic to rely upon the expectation of entering into a binding Addendum regarding the subject matter of this Counter-Offer prior to receipt of Seller's Affirmation of Addendum, and further represents to Seller that any efforts to complete due diligence, to negotiate or to perform any of the obligations provided herein shall not be considered as evidence of binding intent without Seller's Affirmation of Addendum, and understands that BUYER'S ACCEPTANCE HEREOF SHALL HAVE NO

FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SUCH AFFIRMATION OF ADDENDUM SIGNED BY SELLER.

18. **ATTORNEYS' FEES.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Addendum, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

19. **LOAN CONTINGENCY.** There shall be no loan contingency whatsoever.

20. **TRUSTEE'S LIABILITY.** The Buyer acknowledges that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Addendum, including the Addendum, the assets, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Addendum; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee and the Buyer have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

21. **HOLD HARMLESS.** The Buyer understands the terms and conditions of the entire purchase contact and holds the Bankruptcy Estate and the realtors, brokers, agents, Lynda T. Bui, Trustee, Shulman Bastian Friedman & Bui LLP, the law firm of which the Trustee is associated, agents and employees, harmless from any liabilities arising from this contact. All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Addendum. In the event this Escrow is not completed for any reason, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.

22. **EXPIRATION OF COUNTER-OFFER.** This Counter-Offer shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and initialed by Buyer, to Seller on or before close of business on **March 25, 2022**. Such acceptance shall nevertheless be subject to **Paragraph 17**.

23. **MULTIPLE OFFERS (IF APPLICABLE):** Buyer recognizes that multiple offers and/or counteroffers (in addition to the instant Counteroffer) may be pending and Seller reserves the right to choose which contract to submit to the Bankruptcy Court for approval.

[SIGNATURES ON THE FOLLOWING PAGE.]

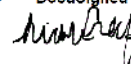
I, the Buyer herein, have reviewed the foregoing Addendum and understand the terms and conditions set forth herein, and further agree to purchase the Subject Property pursuant to said terms and conditions.

Dated: 3/26/2022 | 8:43 AM PDT

DocuSigned by:


701B4D68486D487... Buyer

Dated: 3/26/2022 | 8:44 AM PDT

DocuSigned by:

909634B1FE914E9... Buyer

I, Seller, agree to sell the Subject Property pursuant to the terms and conditions set forth herein.


Dated: 3/25/22


Lynda T. Bui in her sole capacity as Chapter 7
Trustee for the Bankruptcy Estate of ***In re Daniel
George Crehin and Carla Maria Crehin, Case
No. 6:21-bk-15160-MH***, and not in her individual
capacity

SO AGREED.

TRUSTEE'S BROKER:

Pro Realty Group



Matt Vanderbeek, Trustee's Agent

Dated: 3-23-22

BUYER'S BROKER:

Keller Williams Realty

Dated: 3/27/2022 | 8:16 PM PDT

DocuSigned by:
Melinda Del Conte
Me 9688765AB0294A4... er's Agent


EXHIBIT A

SELLER'S AFFIRMATION OF ADDENDUM

Seller hereby acknowledges Buyer's acceptance of the foregoing Counter-Offer and affirmatively agrees to sell the Property to Buyer on the terms and conditions of the foregoing Addendum, but subject to Bankruptcy Court approval and rights any of overbidders. Seller shall revoke any other outstanding Counter-Offer made to other prospective buyers or make the same subject and subordinate to this Addendum.

SELLER

Dated: 3/28/22

By: 
Lynda T. Bui, solely in her capacity as Chapter 7 Trustee
for the Bankruptcy Estate of ***In re Daniel George Crehin***
and Carla Maria Crehin, Case No. 6:21-bk-15160-MH

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
100 Spectrum Center Drive, Suite 600, Irvine, CA 92618

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **April 21, 2022**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Notice for Mechanics Bank:** Michaela L Almanza Mic_Almanza@CRBAuto.com
- **Chapter 7 Trustee:** Lynda T. Bui (TR) trustee.bui@shulmanbastian.com, C115@ecfcbis.com
- **Attorney for Mechanics Bank:** Renee M Parker renee.parker@mtglawfirm.com, bknotice@earthlink.net; ecf@mtglawfirm.com
- **Interested Party:** Cory J Rooney rooneylaw@outlook.com
- **Attorney for Debtors:** Brian J Soo-Hoo ecf@bankruptcylawpros.com, soohooobr73647@notify.bestcase.com
- **Interested Party:** United States Trustee (RS) ustregion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **April 21, 2022**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **April 21, 2022**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Selling Broker (via Email):

Keller Williams Realty
Attn: Melinda Del Conte/Cesi Pagano
Email: mel@cesipagano.com

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 21, 2022

Date

Erlanna Lohayza

Printed Name

/s/ Erlanna Lohayza

Signature

U.S. MAIL SERVICE LIST, CONTINUED

Judge's Copy:

U.S. Bankruptcy Court
Attn: Honorable Mark D. Houle
3420 Twelfth Street, Suite 325
Riverside, CA 92501

Buyers:

Joel Creef and Nicole Creef
P.O. Box 233
San Juan Capistrano, CA 92693

Secured Creditor:

Bank of America, N.A.
Attn: President or Manager
450 American Street
Simi Valley, CA 93065

Secured Creditor:

Real Time Resolutions
P.O. Box 36655
Dallas, TX 75235

Additional Notice to Secured Creditor:

Trustee Corps.
17100 Gillette Avenue
Irvine, CA 92614

Tax Collector:

Riverside County Treasurer/Tax Collector
4080 Lemon Street
Riverside, CA 92501

Creditors and Parties in Interest:

DEBTORS:

DANIEL GEORGE CREHIN
CARLA MARIA CREHIN
27762 ANTONIO PKWY #L1-503
LADERA RANCH, CA 92694-1140

CREDITOR LISTING:

EMPLOYMENT DEVELOPMENT
DEPT.
BANKRUPTCY GROUP MIC 92E
P.O. BOX 826880
SACRAMENTO, CA 94280-0001

CREDITOR LISTING:

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

CREDITOR LISTING:

MECHANICS BANK
11175 AZUZA COURT, SUITE 210
RANCHO CUCAMONGA, CA
91730-4933

CREDITOR LISTING:

REAL TIME RESOLUTIONS, INC.
C/O THE MORTGAGE LAW FIRM,
PLC
27455 TIERRA ALTA WAY, SUITE B
TEMECULA, CA 92590-3498

CREDITOR LISTING:

ADVANTA BANK CORPORATION
RESURGENT CAPITAL SERVICES
PO BOX 10368
GREENVILLE, SC 29603-0368

CREDITOR LISTING:

ARTISAN FOOT & ANKLE
SPECIALISTS
32565 GOLDEN LANTERN RD
PMB341
DANA POINT, CA 92629-3247

PREFERRED ADDRESS:

BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

CREDITOR LISTING:

BANK OF AMERICA
4060 OGLETOWN STANTON
ROAD
NEWARK, DE 19713

CREDITOR LISTING:

CACH, LLC
RESURGENT CAPITAL SERVICES
PO BOX 10587
GREENVILLE, SC 29603-0587

CREDITOR LISTING:

CAPITAL ONE BANK USA NA
PO BOX 31293
SALT LAKE CITY, UT 84131-0293

CREDITOR LISTING:

CITIBANK, N.A.
5800 S CORPORATE PL
SIOUX FALLS, SD 57108-5027

CREDITOR LISTING:

CITICARDS CBNA
5800 SOUTH CORPORATE PLACE
SIOUX FALLS, SD 57108-5027

CREDITOR LISTING:

CONSUMER PORTFOLIO
SERVICES
19500 JAMBOREE ROAD
IRVINE, CA 92612-2437

CREDITOR LISTING:

CONSUMER PORTFOLIO
SERVICES
P. O. BOX 57071
IRVINE, CA 92619-7071

CREDITOR LISTING:

DISCOVER BANK
DISCOVER PRODUCTS INC
PO BOX 3025
NEW ALBANY, OH 43054-3025

PREFERRED ADDRESS:

DISCOVER FINANCIAL SERVICES
LLC
PO BOX 3025
NEW ALBANY OH 43054-3025

CREDITOR LISTING:

FIRST BANK BUSINESS CREDIT
CARD
PO BOX 331
OMAHA, NE 68101-0331

CREDITOR LISTING:

FIRST NATIONAL BANK OMAHA
1620 DODGE ST STOP CODE 3129
OMAHA, NE 68197-0002

CREDITOR LISTING:

INTERNAL REVENUE SERVICE
PO BOX 7346
PHILADELPHIA, PA 19101-7346

PREFERRED ADDRESS:

JPMORGAN CHASE BANK N A
BANKRUPTCY MAIL INTAKE
TEAM
700 KANSAS LANE FLOOR 01
MONROE LA 71203-4774

CREDITOR LISTING:

MECHANICS BANK FKA CRB
1400 NEWPORT CENTER DRIVE
STE 150
NEWPORT BEACH, CA 92660-0943

CREDITOR LISTING:

MEMORIAL CARE
C/O AWA COLLECTIONS
1045 W KATELLA AVE
ORANGE, CA 92867-3550

CREDITOR LISTING:

PENTAGON BANKCARD
PO BOX 1432
ALEXANDRIA, VA 22313-1432

CREDITOR LISTING:

PRO REALTY GROUP
54 ENDLESS VISTA
ALISO VIEJO, CA 92656-8043

PREFERRED ADDRESS:

SAN DIEGO COUNTY CREDIT
UNION
6545 SEQUENCE DR
SAN DIEGO CA 92121-4363

CREDITOR LISTING:

SAN DIEGO COUNTY CREDIT
UNION
PO BOX 910107
SAN DIEGO, CA 92191-0107

CREDITOR LISTING:

WELLS FARGO CREDIT CARD
PO BOX 522
DES MOINES, IA 50306-0522

RETURNED MAIL

INTERESTED PARTY (NEF)
undeliverable

CARLA MARIA CREHIN
27762 ANTONIO PKWY #L1-503
LADERA RANCH, CA 92694-1140
duplicate

RIVERSIDE DIVISION
3420 TWELFTH STREET,
RIVERSIDE, CA 92501-3819
n/a

LYNDA T. BUI (TR)
SHULMAN BASTIAN FRIEDMAN &
BUI LLP
3550 VINE STREET, SUITE 210
RIVERSIDE, CA 92507-4175
n/a

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS: A-340
P.O. BOX 2952
SACRAMENTO, CA 95812-2952
duplicate

FRANCHISE TAX BOARD
BANKRUPTCY SECTION
PO BOX 2952
MS-A340
SACRAMENTO, CA 95812-2952
duplicate